

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Vermont Health Access (hereinafter called “State”), and Classic Optical Laboratories Inc., with a principal place of business in Youngstown OH, (hereinafter called “Contractor”). Contractor’s form of business organization is a Corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this Contract is services generally on the subject of the supply of eyeglasses, lenses, frames, cases and associated replacement parts for repairs and replacements for eligible Members of Vermont Medicaid Program. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,000,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on July 1, 2023, and end on June 30, 2027. This Contract may be extended by two one-year Amendments by agreement between the Parties.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This Contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this Contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

	For the State:	For the Contractor:
Name:	Christine C Ryan	Morgan Hartzell
Phone	802-798-2148	330-759-8245 ext. 1314
Email:	Christine.Ryan@vermont.gov	MHartzell@classicoptical.com

9. **Attachments.** This Contract consists of 154 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants

Attachment D – IT Professional Services

Attachment E – Business Associate Agreement

Attachment F – Agency of Human Services Customary Contract Provisions

Attachment G - State of Vermont – Federal Terms Supplement (non-construction)

Appendix I – Frame Brochure

Appendix II – Pricing Schedule

Appendix III – Subcontractor Compliance Form

10. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence:

- 1) Standard Contract
- 2) Attachment D
- 3) Attachment C
- 4) Attachment G
- 5) Attachment A
- 6) Attachment B
- 7) Attachment E
- 8) Attachment F
- 9) Appendix I
- 10) Appendix II
- 11) Appendix III

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR

CLASSIC OPTICAL LABORATORIES INC.

DocuSigned by:

Andrea De La Bruere 6/16/2023

201B29C84E7E41E

ANDREA DELABRUERE, COMMISSIONER

NOB 1 South, 280 State Drive

Waterbury, VT 05671-1010

Phone: 802-241-0239

Email: Andrea.DeLaBruere@vermont.gov

DocuSigned by:

Morgan Hartzell 6/16/2023

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MORGAN HARTZELL, PRESIDENT & MANAGING DIRECTOR

3710 Belmont Avenue

Youngstown, OH 44505

Phone: 330-759-8245 ext. 1314

Email: MHartzell@classicoptical.com

ATTACHMENT A – STATEMENT OF WORK

Contractor shall provide the following services:

1. PROGRAM DESCRIPTION

1.1 Eyewear & Vision Care Services: Eyeglasses, lenses, frames, cases, and associated replacement parts (Vision Care Services) are a covered benefit for eligible Medicaid members and are to be provided under this Contract. Contractor shall supply eyeglasses, frames, lenses, cases and replacement parts to eligible Medicaid Members.

1.2 Member Eligibility: Medicaid coverage of eyewear is limited to Members under the age of 21. Vision Care Services are provided to Members of any age.

Contractor shall process all orders received and is responsible for verifying that the Member is Medicaid eligible for eyeglasses, lenses, and frames before making the eyeglasses or processing the order. If the Member was not eligible for the benefit on the date the prescription/order was issued, the Contractor shall not be paid by Medicaid. Duplicate orders or incorrect prescriptions will not be the responsibility of the State. The amount charged by the Contractor for such orders is outside of the provisions of this Contract.

Verification of eligibility is obtained by accessing the information on the Vermont Medicaid Portal <https://www.vtmedicaid.com/secure/logon.do> or the voice response system (VRS) at the State's fiscal agent for DVHA/Medicaid at (800) 925-1706.

1.3 Eyeglass Coverage: Contractor shall provide one set of frames and lenses within a two-year period per Member. Contractor shall cover earlier replacement under limited circumstances as detailed below.

1.3.1 Conditions of Coverage: Health Care Administrative Rules (HCAR) 4.214 - Eyewear and Vision Care Services (<https://humanservices.vermont.gov/rules-policies/health-care-rules/health-care-administrative-rules-hcar/adopted-rules>).

Eyeglasses that have been pre-approved for coverage are limited to a prescription for frames and lenses as follows:

- For Members under the age of six:
 - One pair of eyeglass frames per year; and
 - One new lens per eye per year.
- For Members aged six through twenty:
 - One pair of eyeglass frames per two years; and
 - One new lens per eye per two years.
- Earlier replacement of eyeglasses is limited to the following circumstances:
 - Eyeglasses have been lost.
 - Eyeglasses have been broken beyond repair.
 - Lenses are scratched to the extent that visual acuity is compromised. *Note: Dispensing providers will make the decision about being broken beyond repair or visual acuity being compromised.*
 - The Member's vision has changed by at least one-half diopter in a single lens. *Note: Strength is documented by the dispensing provider on the Medicaid order form.*
 - Frame size changed due to significant inter-pupillary distance change.

1.4 ORDERS FROM QUALIFIED PROVIDERS: Contractor shall only accept orders from qualified Vision Service Providers. Qualified Vision Service Providers are those providing eye and vision care services by a licensed physician or optometrist certified to participate in Vermont Medicaid. An optician, optometrist, or ophthalmologist enrolled with Vermont Medicaid can provide eyeglass-dispensing services. If a Prior Authorization is required, the PA number must be obtained by the Contractor from the vision service provider.

Contractor is responsible for monitoring adherence to [HCAR 4.214](#) and PA requirements as stated in the [Vermont Medicaid Fee Schedule](#), this Contract, and [Vision Care clinical guidelines](#).

1.5 Contractor shall only accept orders/prescriptions in writing directly from Vision Service Providers. Contractor shall not accept telephone orders.

1.6 PROVIDER PROCEDURE MANUALS: Contractor shall reference the Provider Manual available at <http://vtmedicaid.com/#/manuals>.

2. RESPONSIBILITIES OF CONTRACTOR

2.1 Upon Contract execution Contractor shall complete a Provider Enrollment Form through the Provider Management Module (<http://www.vtmedicaid.com/#/home>). Contractor shall comply with all aspects of the resulting General Provider Agreement and provide proof of enrollment in Vermont Medicaid if there is not an active form on file. The General Provider Agreement provides terms and conditions that apply to how the Contractor shall conduct business under this Contract.

2.2 Contractor shall have the capacity to successfully supply eyeglasses, lenses, frames, cases and component parts for repairs and replacements, and to perform all of the functions and responsibilities as set forth in this Contract. Materials supplied under this Contract shall be first quality and in strict adherence to current industry guidelines regarding quality and safety.

2.3 Sample Frame Kits: Contractor shall assemble sample frame kits for display, representing frame styles and colors available under the Contract. Subject to the approval of the State, a kit will be available at the quoted kit cost submitted with the bid response, to providers who request one. Contractor may charge the provider for the cost of the frame kit and the provider is responsible for payment. Charges may not exceed the contracted frame cost. The State will not be responsible for payment of any costs associated with frame kits.

2.4 Communication and Support to Vision Care Providers: The Contractor shall, within one week of finalized Contract:

- 1) Notify enrolled active Vision Care Providers in writing regarding the Contract and all pertinent information related to the Contract, such as ordering and processing information, Contractor contacts, frames available, forms, etc.
- 2) Provide a complete, detailed list of Vermont Medicaid frames to Vision Care Provider, free of charge.
- 3) Provide frame information and assistance to dispensing providers on procedures and ordering throughout the term of this Contract.

Contractor shall work proactively with the State to positively impact health outcomes, manage the eyeglass benefit and reduce costs to the Medicaid program.

2.5 Frames: Contractor shall offer frames that are suitable for all Members and are reflective of the style of frames available at commercial optometrist offices. Contractor shall propose options and provide information to substantiate their frames proposals.

2.5.1 Frame Quality and Durability

Contractor shall provide frames that are lightweight, strong, flexible, durable, of high quality and include some features that can help to reduce costs for the Medicaid program by reducing the incidents of breakage to frames and the number of replacement frames supplied to Members due to breakage. Frames offered must be suitable for all genders under twenty-one years of age and be fashionable and current. Some considerations include hinge structure, such as spring hinges that allow the temples to flex outward, away from the frames, without causing any damage

and/or sturdy spring structure, and 'memory metal', such as flexon, and other strong and flexible frame materials. Stronger, durable materials will stand up to heavy use while not adding weight, thickness, or bulkiness to the eyeglasses. Wraparound temples, known as "cable temples," shall be offered for metal frames.

2.5.2 Frame Standards & Requirements

Contractor shall offer a selection of frames with a good representation of sizes and colors appropriate for all genders ages 0 to 21. Variety and selection of frame styles will include suitable zyl (plastic) and metal frames of first quality, colors, eye sizes, bridge sizes, which ensure that the frame fits the nose and temple lengths including frames specifically designed for pediatric Members with special needs and associated unique facial features. Frames must be current and readily available. Frames furnished will meet the current American National Standard Z80.

All frames must meet current Federal and State requirements and be sturdy and of good quality and demonstrate durability to help reduce the need for replacement of frames due to breakage. Frames may be from one manufacturer or from a mix of manufacturers and must be frames that are also available to the public. No discontinued or close-out frames or identified as "special to Medicaid" frames are permitted, under this Contract.

Frames will include a substantial offering to meet the size, gender, and choices for ages up to 21 years. At a minimum Contractor shall provide:

- two (2) toddler frame styles (minimum);
- seven (7) metal and five (5) plastic frame styles for children's sizes; and
- seven (7) metal and five (5) plastic frame styles for adult/teen sizes.
- Unisex frames are acceptable for all categories (toddler, children, and teens/adults to age 21).

All frames must be offered in at least two (2) eye sizes. Contractor is responsible for choosing the appropriate or popular sizes for each frame. The Contractor is also responsible for providing a variety of shapes, colors and styles for each age and gender category. At least one of the toddler frame styles shall have regular temple pieces. Adjustable temple bands are acceptable for one of the styles. A range of color choices must be made available within a style, gender, and age category. Frame material must contain no scratches, fissures, bubbles, discoloration, or other defects in manufacturing.

Contractor shall include a list of frames by age and gender, specifying the two eye sizes, where practical, and a list of color choices per frame as referenced in Appendix I. Contractor shall provide a written explanation of the reasons for the frame selections provided that meet the requirements and specifications of this Contract.

Standard frames shall be billed at one price using Healthcare Common Procedure Coding System (HCPCS) code V2020.

All eyeglasses must include a hard case to protect the eyeglasses during shipping and for use after receipt by the user.

Contractor may be asked to provide deluxe/non-standard frames in extenuating circumstances and only if the Vision Care Provider receives Prior Authorization (PA) from the DVHA Clinical Unit. These frames shall be billed using HCPCS code V2025. Reimbursement shall be at a price negotiated with the State at the time of PA request. PA shall be required for all non-Contract frames. Deluxe frames shall be provided for reasons that include but are not limited to:

- Younger children where standard frames do not fit.
- Pediatric Members with special needs and associated unique facial features.
- Children with behavioral challenges that result in frequent breakages of standard frames.

Contractor shall maintain an adequate supply of frames and component parts to meet delivery requirements.

2.5.3 Frame Substitution/Potential Problems

If during the term of the Contract a frame listed in Appendix I is to be discontinued by the manufacturer, the Contractor is required to substitute another frame of equal quality and durability at the same price as the discontinued frame, subject to approval by the State. The State must be notified in writing at least 30 days in advance of the change. Contractor shall notify Vision Care Providers and shall pay the cost of such notification. Contractor shall notify the State of any potential problems in providing replacement frames.

2.5.4 Frame Guarantee, Replacement & Repairs

Manufacturer warranties shall be stated for frames proposed. Beyond warranty, Contractor shall, at no cost to the Vision Care Providers or the State, maintain an inventory of replacement parts, temples and hinges for frames offered under this Contract. The replacement parts will be available to the prescribing provider upon request, and at no charge to the provider or the State (including shipping costs), for the Vision Care Provider to make repairs in their office.

As a general guideline, if the cost to repair is greater than 50% of the cost of new frames, a new frame is indicated. Except as provided under the "Guarantee" clause, Contractor shall not be required to provide eyeglass repairs under this Contract.

GUARANTEE: If within ninety (90) days after delivery an article furnished under the Contract is found to be unsatisfactory due to Contractor error, defective workmanship and/or materials, the same will be corrected, adjusted or replaced by the Contractor, as necessary, without cost to the State or the Vision Care Provider or member. Such articles shall be mailed at the Contractor's expense.

Errors made by prescribing providers regarding the prescriptions are not the responsibility of the Contractor. If the Vermont Medicaid Member cannot wear glasses due to a prescribing or refracting error, neither the Contractor nor the State will be held responsible for replacement. The Vision Care Provider will be responsible. However, if it is a Contractor error, Contractor shall be responsible for replacement.

2.5.5 Annual Frame Review

Sixty days prior to the renewal time or annually, the State has the option to request a selection of new styles of frames to replace underutilized frames. Contractor shall provide an itemized list of all the frames that were purchased during each year of the Contract. The new replacement frames for the sample kit will be provided at no charge. Within the sixty-days from the end of each Contract year, Contractor shall provide an itemized list of all the frames that were purchased during each year of the Contract.

Throughout the term of the Contract, Vision Care Provider may communicate unsolicited reports on the general quality of the products and services under this Contract to the State. The State Contract administrator reserves the right to have any contracted frame replaced with one of better quality at the contracted price when reports from Vision Care Provider exceed three (3), within a 6-month period, about any specific frame. Any frames or lenses rejected due to nonconformity to the terms or specifications of the Contract, whether held by the State or returned, shall be at the Contractor's risk and expense. Frame selection in Appendix A to this Contract may be updated with prior written authorization by the State as a result of the Annual Frame Review.

2.6 LENSES**2.6.1 Lens Standards:**

All lenses supplied under this Contract shall be first quality ophthalmic lenses. Lens material is limited to polycarbonate, as prescribed, including single vision, bifocal, and trifocal lenses. Final manufacturing process shall be completed by a U.S. based manufacturer and must meet current standards set by the American National Standards Institute (ANSI) Z80.

Lenses will have a factory-applied scratch resistant coating on both sides of the lens as a standard feature or have a

built-in scratch-resistant coating.

2.6.2 Lens Mounting Requirements

Lenses ordered with frames under this agreement shall be hardened, edged and mounted in frames. There shall be no additional charge for edging lenses for use with metal frames.

Where lenses alone are ordered, and the Vision Care Provider sends along frames that are not part of the Contract, Frames sent by a vision care provider to Contractor must be sent by traceable means. Contractor assumes no liability for frames lost in transit. Only frames, approved by the State, shall be provided to Members. Contractor shall mount these lenses at no additional cost; except that:

- If the Contractor makes a professional judgment that mounting these lenses is either impossible or may reasonably be expected to damage the frames, the Contractor shall be under no obligation to mount the lenses in such frames; and/or
- If the Contractor makes a professional judgment that the frames are new frames which have not been worn (e.g., the frames have price tags attached, glass or plastic demo plugs in the lens housing or are otherwise obviously new frames), Contractor shall be under no obligation to mount the lenses in such frames.

Whenever Contractor determines that either of the exceptions cited above applies, the frames, along with the prescription, must be returned to the Vision Care Provider with the Contractor's explanation as to why they were not mounted. In such situations, the lens prescriptions cannot be filled.

2.6.3 Cosmetic Consideration

In the interest of appearance and cosmetics, the State will consider PA when requested by the prescribing provider for special surfaced high (+) lenses. This may be a consideration for lenses to correct hyperopia in the higher powers (over a +3) when lens thickness may affect appearance. The PA request to get surfacing applies when lenses may be thick.

2.6.4 Lens Replacement Requirements

If a Member's lenses are lost, broken or scratched to the extent that visual acuity is compromised (determined by dispensing provider), Contractor shall replace the lenses at the contracted price. If the lenses are from frames not covered under the Contract and the lenses cannot be adapted to the frames, then a new pair of lenses and frames must be ordered and dispensed. Contractor shall use the modifier KX on all replacements due to breakage or loss.

2.6.5 Inspection, Defects & Errors

Contractor shall complete all orders according to Vision Care Provider instructions. Contractor is responsible for inspection and assuring the product shipped meets requirements (bench adjustments, axis, etc.). Contractor shall replace, at no cost to the State, lenses containing defects or errors caused in the provision of lenses. Such defects or errors include, but are not limited to:

- lenses which are broken, scratched or chipped when received by the provider or;
- lenses which deviate from the provider's prescription beyond deviation standards permitted by the current ANSI Z80 standard.

Contractor shall instruct the provider to return such defective lenses to the Contractor within seven (7) days of receipt, noting the nature of the defect. Contractor shall assume all shipping and handling charges for materials returned due to Contractor error, defect or damage.

2.6.6 Special Lenses & Miscellaneous Services

Contractor shall supply special lenses and miscellaneous services as necessary to complete a prescription order. PA may be required. It is the responsibility of the Contractor to verify that a PA number was received by the Vision Care Provider and is on the order form.

2.6.7 Cases

Eyeglass cases are a requirement for this Contract. Contractor shall include one hard case, to help protect the eyeglasses during shipping and for use by the Medicaid Member, with each pair of eyeglasses supplied under the Contract.

3.ORDER REVIEW / PROCESSING AND CLAIMS

Contractor shall submit the CMS-1500 claim forms directly to the State's fiscal agent for electronic claims processing for payment.

Orders/prescriptions received by the Contractor must be date/time stamped upon receipt. Contractor shall retain a copy of each order received.

Upon receipt of each order, Contractor shall review each order for completeness and conformity with Vermont Health Care Administrative Rules (HCAR) and State policy and procedure. PA requirements must be adhered to by Vision Care Provider and Contractor. Discrepancies must be resolved prior to dispensing. If forms are improperly completed or illegible, Contractor shall attempt to clarify the information with the ordering Vision Care Provider by telephone. If the necessary information cannot be reasonably obtained by telephone, the incomplete or illegible form shall be returned to the Vision Care Provider within three (3) business days with an explanation of the reason for return. Processing time shall begin once all discrepancies have been resolved. Contractor shall review and resolve all discrepancies upon receipt of order.

Contractor's copy must be date/time stamped when the order was shipped. Contractor must have staff available by phone to interact with Vision Care Providers regarding orders. Contractor should refer to HCAR and State policy and procedure questions to appropriate State staff.

Contractor shall retain order and prescription documentation for ten (10) years from the date of service.

3.1 Shipping Costs

Contractor shall be responsible for all shipping and handling costs relating to ordering and delivery of eyeglasses, lenses, frames and related parts under this Contract. No additional charges are permitted outside of the Price Schedule in Appendix I.

3.2 Contact Information

Contractor shall maintain a toll-free telephone number accessible from Vermont, New Hampshire, New York and Massachusetts. Live voice response and hours of operation shall include 8:00 a.m. through 4:30 p.m. Eastern Standard Time, Monday through Friday excluding holidays. Upon Contract execution, Contractor shall specify its primary contact person responsible for this Agreement.

3.3 Delivery Requirements

Contractor shall fill all orders and ship to the ordering provider within six working days of receiving the order with a properly completed prescription. The first of the six working days shall be the workday immediately following the date the order is received; orders shall be date-stamped by the Contractor on the date of receipt. The Contractor shall maintain a delivery system to ensure orders are completed and delivered within these timeframes. Contractor shall promptly notify the Vision Care Provider in instances when a prescription will require more than six working days for completion. Contractor shall notify the Vision Care Provider within 48 hours of receipt of order if the prescription cannot be filled as requested.

Contractor shall inspect materials with strict adherence to current ANSI Z80 standard and correct any issues prior to shipping. Successful delivery also includes proper packaging to ensure no damage occurs in transit and the correct material is shipped within the specified period.

All goods specified shall be shipped, prepaid and individually, per prescription order; however, if multiple orders are received from the same provider, and the order can be filled within the delivery time frame, orders may be combined.

4. REPORTING & AUDIT REQUIREMENTS

Contractor shall provide the State with a quarterly detailed summary report which shall include the quantity of goods provided under the Contract. The reports shall include:

- Reporting period dates;
- Date of report;
- Quantity of lenses, frames and parts by HCPCS codes;
- Total number of frames with lenses;
- Total number of frames without lenses;
- Total number of frames by frame name/data itemizing frame style selections;
- Number of orders filled as a result of provider error;
- Number of orders filled as a result of Contractor error;
- Number of KX modifiers;
- Number of oversized frames;
- Number of orders within 6-day timeframes and beyond 6 days. Average days report;
- Orders over 6 days and reason for over 6 days;
- Number of frames provided for ages under 6 years old; and
- Materials by V codes.

Contractor shall deliver quarterly and annual reports to the State, with reports delivered no more than 15 days after the end of each quarter. The reports shall be submitted in electronic format to:

Christine Ryan
Nursing Operations Director
Department of Vermont Health Access
280 State Drive – NOB 1 South
Waterbury, VT 05671-1010
Email: Christine.Ryan@vermont.gov

Quarterly reports shall be delivered by:

- Quarter 1: October 15 of each Contract year.
- Quarter 2: January 15 of each Contract year.
- Quarter 3: April 15 of each Contract year.
- Quarter 4: July 15 of each Contract year and July 15 following the end of the Contract.

Contractor shall maintain files and records of orders, prescriptions, and related information for ten years and make those available upon request.

5. BILLING REQUIREMENTS

Contractor shall bill directly to Vermont Medicaid. Provider reimbursement shall be made through the Medicaid Management Information System (MMIS) operated by State's fiscal agent. Contractor shall submit a CMS-1500 claim

form or an 837P electronic claim file to the State's fiscal agent for payment. All frames and lenses and eyeglass cases will be charged and paid at the rates listed in Appendix I.

6. OTHER CONTRACTOR DUTIES

6.1 Training

Contractor shall submit a plan for training or otherwise communicating to Vision Care Providers the procedure for ordering eyeglasses under this Contract. This will be required within 7 days of Contract notification. Notification of training and communication is the responsibility of the Contractor.

6.2 Communications

Contractor communications with providers regarding provisions of the Contract will be submitted to the State prior to dissemination. Contractor is responsible for all associated costs.

6.3 Liaison

Contractor shall affect and maintain liaison with and fully cooperate with designated State personnel with respect to the direction and performance of contractual responsibilities.

6.3 Performance/Problem Reporting

Contractor shall, no later than three days business day after the discovery of any problem that may risk the successful completion of its contractual responsibilities and obligations, notify the State in writing regarding the problem and including a recommendation for expeditious resolution.

6.4 Suspected Fraud, Waste & Abuse

DVHA's Special Investigation (SI) Unit strives to ensure that Vermont Medicaid funds are utilized appropriately through the identification and reduction of Medicaid fraud, waste, and abuse. Quality control measures designed to control rising costs and protect diminishing state resources help protect the integrity of the Medicaid program. Contractor shall refer to the State any suspected fraudulent or abusive practices encountered by Contractor in the performance of its contractual responsibilities. The Contractor shall provide, on a timely basis, any documentation possessed by Contractor which may be necessary to investigate or document suspected instances of Medicaid fraud or abuse. Additional information and a reporting form is located at <https://dvha.vermont.gov/providers/special-investigations-unit/special-investigations-unit-contact-information>.

6.5 Security

Contractor shall ensure that all eligibility information is confidentially and securely maintained in conformity with applicable state and federal requirements and the safety and security of all information, data, and procedures is protected in the performance of the Contract. All hardware and software used to support operations shall comply with the Health Insurance Portability and Accountability Act (HIPAA).

7. STATE RESPONSIBILITIES

7.1 Purchase of Materials

The State shall reimburse the Contractor for eyeglass materials as described under this Contract ordered by enrolled Vision Service Providers as Vermont Medicaid Program benefits for eligible Members.

7.2 Payment

The State, through its fiscal agent, shall render full payment to the Contractor in accordance with all applicable provisions of the Vermont Medicaid State Plan.

7.3 Policy Changes

The State will notify Contractor of any policy changes that might affect the volume of materials to be dispensed prior to implementation.

7.4 Provider List

The State will provide Contractor with a list of Medicaid-enrolled Vision Care Providers upon request.

7.5 Prior Authorization List

The State will provide the Contractor with online access to the vision codes that require PA at <http://www.vtmedicaid.com/#/feeSchedule>.

8. PRIOR AUTHORIZATION REQUIREMENTS

Eyeglass services shall be furnished by the Contractor only after receipt of a properly completed order form and PA, if applicable, as determined by current Medicaid and State policy. The Vision Care Provider will be responsible for obtaining prior authorization from the DVHA Clinical Unit. The Contractor is responsible for verifying that PA was received.

The Vermont Medicaid Fee Schedule contains a detailed list of covered services and indicates which services require prior authorization. The Fee Schedule can be found on the State's website at <http://www.vtmedicaid.com/#/feeSchedule>.

Additionally, Health Care Administrative Rules (HCAR) 4.214 - Eyewear and Vision Care Services (<https://humanservices.vermont.gov/on-line-rules/health-care-administrative-rules-hcar/health-care-administrative-rules>).

Eyeglasses that have been pre-approved for coverage are limited to a prescription for frames and lenses as follows:

- For Members under the age of six:
 - One pair of eyeglass frames per year; and
 - One new lens per eye per year.
- For Members aged six (6) through 20:
 - One pair of eyeglass frames per two years; and
 - One new lens per eye per two years.
- Earlier replacement of eyeglasses is limited to the following circumstances:
 - Eyeglasses have been lost.
 - Eyeglasses have been broken beyond repair.
 - Lenses are scratched to the extent that visual acuity is compromised. *Note: Dispensing providers will make the decision about being broken beyond repair or visual acuity being compromised.*
 - The member's vision has changed by at least one-half diopter in a single lens. *Note: Strength is documented by the dispensing provider on the Medicaid order form.*

Add-ons may require PA.

Earlier replacement of eyeglasses is limited to the following circumstances, unless medically necessary:

- Eyeglasses have been lost.
- Eyeglasses have been broken beyond repair.
- Lenses are scratched to the extent that visual acuity is compromised.
- The beneficiary's vision has changed by at least one-half diopter in a single lens. (5) Frame size changed due to significant inter-pupillary distance change.

The Vermont Medicaid Fee Schedule contains a detailed list of covered services and indicates which services require prior authorization. The Fee Schedule can be found on the State's website at <http://www.vtmedicaid.com/#/feeSchedule>.

If only the lens(es) is damaged, the original frame must be used when replacing the lens(es). If only the frame is broken and there is no damage to the lenses, only the frame may be replaced.

Notice of Decision: The external distribution of the Notice of Decision following the PA request is sent directly to each of the following to expedite the process: 1) the member, 2) the Vision Care Provider, and 3) the Contractor. Date of Service: The date of service (DOS) must fall within the Start / Stop dates as determined by the DVHA Clinical Unit on the Notice of Decision.

ORDERS FROM QUALIFIED PROVIDERS: Eye and Vision Care Services must be provided by a licensed physician or optometrist and actively enrolled in Vermont Medicaid. A licensed optician, optometrist or ophthalmologist actively enrolled with Vermont Medicaid can provide eyeglass-dispensing services.

The eyeglass Contractor shall receive orders/prescriptions directly from Medicaid Vision Care Provider. The Contractor is responsible for verifying eligibility of the member. Prior authorization number, if applicable, is the responsibility of the Vision Care Provider; however, the Contractor is responsible for monitoring adherence to HCAR and PA requirements as stated in HCAR, the Contract and Vision Care clinical guidelines - <http://dvha.vermont.gov/for-providers/clinical-coverage-guidelines>.

All orders/prescriptions from providers must be in writing and submitted to the Contractor. No telephone orders will be accepted.

PROVIDER PROCEDURE MANUALS The Provider Manual is available at <http://www.vtmedicaid.com/#/manuals>.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this Contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this Contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this Contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:
 - a. Contractor shall bill directly to Vermont Medicaid. Contractor reimbursement will be made through the Medicaid Management Information System (MMIS) operated by the State's fiscal agent.
 - b. Contractor shall submit a claim/billing invoice to State fiscal agent for each order completed. Pricing for each service is in Appendix II.
 - c. Cable conversion ends and temple length variations are at no charge when accompanied by an order for a frame or temples.
 - d. Standard frames available under this agreement shall be billed in accordance with the pricing in Appendix II using HCPCS code V2020.
 - e. All frames, lenses and complete eyeglasses shall include a case to protect the eyeglasses during shipping and for use after receipt by the user and will be billed under HCPCS code V2756. Eyeglass cases under this agreement will be billed in accordance with the pricing in Appendix II.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or

indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued

performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing

the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
TERMS AND CONDITIONS (rev. 07/14/2022)**1. OWNERSHIP AND LICENSE IN DELIVERABLES**

1.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract ("Contractor Intellectual Property"). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product ("Deliverables"), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

1.2 State Intellectual Property. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "State Intellectual Property").

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

1.3 Work Product. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

"Work Product" means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State's internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State's obligations with respect to Confidential Information, authorize others to do the same on the State's behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State. If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

2.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

2.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential

and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

2.3 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq ("State Data"). In addition to the provisions of this Section, the Contractor shall comply with the requirements set forth in the State's HIPAA Business Associate Agreement attached hereto as Attachment E. Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State.

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may not share State Data with its parent company or other affiliate without State's express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

3. SECURITY OF STATE INFORMATION.

3.1 Security Standards. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal*

Information Processing Standards Publication 200 and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

3.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

4. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

4.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

4.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

5. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$N/A per claim, \$N/A aggregate. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage of not less than \$1,000,000.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

6. **REMEDIES FOR DEFAULT.** In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

7. **TERMINATION**

7.1 Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

7.2 **Return of Property.** Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

8. **DESTRUCTION OF STATE DATA.** At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Contractor shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

9. **SOV Cybersecurity Standard Update 2023-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 23-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

SOV CONTRACT BUSINESS ASSOCIATE: **Classic Optical Laboratories Inc.**

SOV CONTRACT No. **45678**

CONTRACT EFFECTIVE DATE: **July 1, 2023**

THIS BUSINESS ASSOCIATE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT AGENCY OF HUMAN SERVICES, OPERATING BY AND THROUGH ITS DEPARTMENT OF VERMONT HEALTH ACCESS (“COVERED ENTITY”) AND PARTY IDENTIFIED IN THIS AGREEMENT AS CONTRACTOR OR GRANTEE ABOVE (“BUSINESS ASSOCIATE”). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT OR GRANT (“CONTRACT OR GRANT”) TO WHICH IT IS ATTACHED.

Covered Entity and Business Associate enter into this Agreement to comply with the standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“*Agent*” means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

“*Business Associate*” shall have the meaning given for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

“*Electronic PHI*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

“*Individual*” includes a Person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“*Protected Health Information*” (“*PHI*”) shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity’s *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity’s HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. **Business Activities.** *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. **Electronic PHI Security Rule Obligations.**

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

- a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;
- b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;
- c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. The written agreement must identify Covered Entity as a direct and intended third party member with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to Covered Entity upon request;
- d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;
- e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and
- f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 **Reporting *Unsuccessful Security Incidents*.** *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of *Unsuccessful Security Incidents*; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

5.3 *Business Associate* shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

6. **Reporting and Documenting Breaches.**

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. **Mitigation and Corrective Action.** *Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. **Providing Notice of Breaches.**

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible: 1) a brief description of what happened; 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*; 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*; 4) a brief description of what the *Business Associate* is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*; and 5) contact procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.4 *Business Associate* shall notify *Individuals* of *Breaches* as specified in 45 CFR § 164.404(d) (methods of *Individual* notice). In addition, when a *Breach* involves more than 500 residents of Vermont, *Business Associate* shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. **Agreements with Subcontractors.** *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify Covered Entity as a direct and intended third party member with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.

10. **Access to PHI.** *Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Business Associate* directly receives from an *Individual*.

11. **Amendment of PHI.** *Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Business Associate* directly receives from an *Individual*.

12. **Accounting of Disclosures.** *Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.

13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, *Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services (HHS) in the time and manner designated by the Secretary. *Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Business Associate* is in compliance with this Agreement.

14. **Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

15. **Return/Destruction of PHI.**

15.1 *Business Associate* in connection with the expiration or termination of the Contract or Grant shall return or destroy, at the discretion of the Covered Entity, *PHI* that *Business Associate* still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. *Business Associate* shall not retain any copies of *PHI*. *Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Business Associate* does not continue to maintain any *PHI*. *Business Associate* is to provide this certification during this thirty (30) day period.

15.2 *Business Associate* shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. Penalties. *Business Associate* understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. Training. *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract or Grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract or Grant continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

18.3 Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Business Associate* may not be a "*Business Associate*" of Covered Entity under the Privacy Rule.

18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual's PHI*. *Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. *Reports* or data containing *PHI* may not be sold without Covered Entity's or the affected *Individual's* written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place of birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any member or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid

child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for

Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds. AHS ATT. F 5/16/2018

ATTACHMENT G

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)**for all Contracts and Purchases of Products and Services Using Federal Funds**

(Revision date: July 28, 2022)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension*

(1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
 - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
 - c. No compensation will be allowed for items eliminated from the Contract.
 - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

Appendix I - Frames Brochure



Frame Brochure
for
Vermont

Effective April 5, 2023

Classic Optical Laboratories, Inc.
3710 Belmont Avenue
Youngstown, OH 44505
(888) 522-2020
FAX: (888) 522-2022
www.classicoptical.com

Additions

<u>Frame</u>	<u>Manufacturer</u>	<u>Category</u>	<u>Material</u>	<u>Date</u>
314	Limited Editions	Standard	Metal	7/1/2017
7710	Capri Optics	Standard	Metal	7/1/2017
7713	Capri Optics	Standard	Metal	7/1/2015
About	Modern Optical	Standard	Plastic	4/3/2023
Accord	Modern Optical	Standard	Plastic	4/3/2023
Achieve	Modern Optical	Standard	Plastic	4/3/2023
Acquire	Modern Optical	Standard	Plastic	7/1/2019
Active	Modern Optical	Standard	Plastic	7/1/2017
Adam	Modern Optical	Standard	Plastic	7/1/2015
Addison	Modern Optical	Standard	Metal	4/3/2023
Adele	Modern Optical	Standard	Metal	7/1/2019
Adorable	Modern Optical	Standard	Plastic	7/1/2017
Advice	Modern Optical	Standard	Plastic	7/1/2019
Affection	Modern Optical	Standard	Plastic	7/1/2017
Affiliate	Modern Optical	Standard	Plastic	4/3/2023
Agent	Modern Optical	Standard	Metal	4/3/2023
Agree	Modern Optical	Standard	Plastic	7/1/2017
Allie	Modern Optical	Standard	Metal	7/1/2019
Amber	Modern Optical	Standard	Plastic	7/1/2017
Amicable	Modern Optical	Standard	Plastic	4/3/2023
Angel	Modern Optical	Standard	Metal	7/1/2019
Anne	Modern Optical	Standard	Plastic	7/1/2015
Answer	Modern Optical	Standard	Plastic	7/1/2017
Appoint	Modern Optical	Standard	Plastic	4/3/2023
Appreciate	Modern Optical	Standard	Plastic	7/1/2019
Around	Modern Optical	Standard	Metal	7/1/2019
Arrival	Modern Optical	Standard	Plastic	4/3/2023
Assign	Modern Optical	Standard	Plastic	4/3/2023
Attract	Modern Optical	Standard	Plastic	7/1/2019
Award	Modern Optical	Standard	Plastic	7/1/2017
Balance	Modern Optical	Standard	Plastic	7/1/2019
Banzai	Modern Optical	Standard	Metal	7/1/2017
Barb	Modern Optical	Standard	Plastic	7/1/2019
Bashful	Modern Optical	Standard	Plastic	7/1/2017
Because	Modern Optical	Standard	Plastic	4/3/2023
Behave	Modern Optical	Standard	Plastic	4/3/2023
Belong	Modern Optical	Standard	Plastic	7/1/2019
Beth	Modern Optical	Standard	Metal	7/1/2015
Bicycle	Modern Optical	Standard	Plastic	7/1/2017
Blooms	Modern Optical	Standard	Plastic	4/3/2023
Breeze	Modern Optical	Standard	Plastic	7/1/2019
Bria	Modern Optical	Standard	Metal	7/1/2017
Buzz	Modern Optical	Standard	Plastic	7/1/2017

DEPARTMENT OF VERMONT HEALTH ACCESS
CLASSIC OPTICAL LABORATORIES INC.

Camille	Modern Optical	Standard	Metal	7/1/2017
Candia	Limited Editions	Standard	Plastic	7/1/2017
Capricorn	Modern Optical	Standard	Metal	7/1/2017
Care	Modern Optical	Standard	Plastic	7/1/2015
Caribbean	Zimco Optics	Standard	Metal	7/1/2017
Carmen	Modern Optical	Standard	Plastic	4/3/2023
Chad	Modern Optical	Standard	Metal	7/1/2017
Charlee	Modern Optical	Standard	Plastic	4/3/2023
Chelsea	Zimco Optics	Standard	Metal	7/1/2017
Chill	Modern Optical	Standard	Plastic	7/1/2015
Chris	Modern Optical	Standard	Plastic	7/1/2017
Climb	Modern Optical	Standard	Plastic	7/1/2017
Clout	Modern Optical	Standard	Plastic	7/1/2017
Clutch	Modern Optical	Standard	Plastic	7/1/2017
Colleen	Modern Optical	Standard	Plastic	7/1/2019
Commando	Modern Optical	Standard	Metal	7/1/2019
Compliment	Modern Optical	Standard	Plastic	7/1/2017
Concert	Modern Optical	Standard	Plastic	7/1/2017
Confetti	Modern Optical	Standard	Plastic	7/1/2017
Confide	Modern Optical	Standard	Plastic	4/3/2023
Connect	Modern Optical	Standard	Plastic	4/3/2023
Connie	Modern Optical	Standard	Plastic	7/1/2017
Conserve	Modern Optical	Standard	Plastic	4/3/2023
Consider	Modern Optical	Standard	Metal	4/3/2023
Control	Modern Optical	Standard	Plastic	4/3/2023
Cosmo	Modern Optical	Standard	Plastic	7/1/2015
Cozy	Modern Optical	Standard	Plastic	7/1/2019
Craze	Modern Optical	Standard	Plastic	7/1/2019
Crusader	Modern Optical	Standard	Metal	7/1/2019
CT 2294	Limited Editions	Standard	Metal	7/1/2017
CT 436	Limited Editions	Standard	Metal	7/1/2017
Cuddle	Modern Optical	Standard	Plastic	7/1/2019
Culture	Modern Optical	Standard	Plastic	7/1/2019
Curly	Limited Editions	Standard	Metal	7/1/2017
Cyclone	Modern Optical	Standard	Metal	7/1/2017
Daily	Modern Optical	Standard	Plastic	4/3/2023
Dance	Modern Optical	Standard	Plastic	7/1/2017
Davina	Modern Optical	Standard	Plastic	4/3/2023
Dawn	Modern Optical	Standard	Metal	7/1/2015
Daylight	Modern Optical	Standard	Metal	4/3/2023
Dazzle	Modern Optical	Standard	Metal	7/1/2017
Degree	Modern Optical	Standard	Plastic	7/1/2017
Deluxe	Modern Optical	Standard	Metal	7/1/2019
Dewdrop	Modern Optical	Standard	Plastic	4/3/2023
Diana	Modern Optical	Standard	Metal	7/1/2017
Dillon	Modern Optical	Standard	Plastic	7/1/2019
Distance	Modern Optical	Standard	Plastic	4/3/2023

DEPARTMENT OF VERMONT HEALTH ACCESS
CLASSIC OPTICAL LABORATORIES INC.

Doug	Modern Optical	Standard	Metal	7/1/2015
Downtown	Limited Editions	Standard	Plastic	7/1/2017
Driver	Modern Optical	Standard	Plastic	7/1/2019
Dynamite	Modern Optical	Standard	Metal	7/1/2017
Eileen	Modern Optical	Standard	Plastic	7/1/2017
Elated	Modern Optical	Standard	Plastic	7/1/2019
Elwood	Modern Optical	Standard	Plastic	7/1/2019
Endorse	Modern Optical	Standard	Plastic	4/3/2023
Enjoy	Modern Optical	Standard	Plastic	4/3/2023
EQ301	EyeQ	Standard	Plastic	7/1/2017
EQ313	EyeQ	Standard	Plastic	7/1/2017
Equal	Modern Optical	Standard	Plastic	7/1/2015
Ethel	Modern Optical	Standard	Metal	7/1/2017
Everett	Modern Optical	Standard	Plastic	7/1/2019
Exit	Modern Optical	Standard	Plastic	7/1/2019
Experience	Modern Optical	Standard	Plastic	4/3/2023
Falcon	Modern Optical	Standard	Plastic	7/1/2017
Familiar	Modern Optical	Standard	Plastic	4/3/2023
Feline	Modern Optical	Standard	Plastic	7/1/2017
Fighter	Modern Optical	Standard	Plastic	7/1/2019
Filter	Modern Optical	Standard	Plastic	4/3/2023
Finesse	Modern Optical	Standard	Metal	7/1/2017
Finish Line	Modern Optical	Standard	Plastic	4/3/2023
Floral	Modern Optical	Standard	Plastic	7/1/2017
Floyd	Modern Optical	Standard	Plastic	7/1/2019
Fluid	Modern Optical	Standard	Plastic	7/1/2019
Follow	Modern Optical	Standard	Plastic	7/1/2019
Forbidden	Modern Optical	Standard	Plastic	7/1/2017
Found	Modern Optical	Standard	Plastic	4/3/2023
Freedom	Modern Optical	Standard	Plastic	7/1/2017
Freeway	Modern Optical	Standard	Metal	7/1/2019
Frolic	Modern Optical	Standard	Plastic	4/3/2023
Fulfill	Modern Optical	Standard	Plastic	4/3/2023
FX 10	Capri Optics	Standard	Titanium Memory Metal	7/1/2017
FX 13	Capri Optics	Standard	Titanium Memory Metal	7/1/2017
FX 20	Capri Optics	Standard	Titanium Memory Metal	7/1/2017
FX 22	Capri Optics	Standard	Titanium Memory Metal	7/1/2017
FX 27	Capri Optics	Standard	Titanium Memory Metal	7/1/2017
FX 28	Capri Optics	Standard	Titanium Memory Metal	7/1/2017
FX 29	Capri Optics	Standard	Titanium Memory Metal	7/1/2017
FX 32	Capri Optics	Standard	Titanium Memory Metal	7/1/2017
FX 34	Capri Optics	Standard	Titanium Memory Metal	7/1/2017
FX 4	Capri Optics	Standard	Titanium Memory Metal	7/1/2017
FX 6	Capri Optics	Standard	Titanium Memory Metal	7/1/2017
FX 8	Capri Optics	Standard	Titanium Memory Metal	7/1/2017
Gary	Modern Optical	Standard	Metal	7/1/2019
Gemini	Modern Optical	Standard	Metal	7/1/2017

DEPARTMENT OF VERMONT HEALTH ACCESS
CLASSIC OPTICAL LABORATORIES INC.

Genius	Modern Optical	Standard	Plastic	7/1/2017
Gentle	Modern Optical	Standard	Plastic	7/1/2019
Glenn	Modern Optical	Standard	Metal	7/1/2017
Glimmer	Modern Optical	Standard	Plastic	4/3/2023
Gloria	Modern Optical	Standard	Metal	7/1/2017
Goodies	Modern Optical	Standard	Plastic	7/1/2017
Gradual	Modern Optical	Standard	Plastic	7/1/2019
Grammar	Modern Optical	Standard	Plastic	4/3/2023
Guidance	Modern Optical	Standard	Plastic	4/3/2023
Gumball	Modern Optical	Standard	Plastic	7/1/2019
Habit	Modern Optical	Standard	Plastic	4/3/2023
Halftime	Modern Optical	Standard	Plastic	7/1/2019
Hannah	Modern Optical	Standard	Plastic	7/1/2017
Harlow	Modern Optical	Standard	Plastic	4/3/2023
Harper	Modern Optical	Standard	Plastic	7/1/2017
Harvest	Modern Optical	Standard	Plastic	7/1/2019
Hazel	Modern Optical	Standard	Metal	4/3/2023
Heat	Modern Optical	Standard	Metal; Nylon Rimless	7/1/2017
Hector	Modern Optical	Standard	Plastic	7/1/2017
Hide&Seek	Modern Optical	Standard	Metal	7/1/2015
Holiday	Modern Optical	Standard	Plastic	7/1/2017
Hopscotch	Modern Optical	Standard	Plastic	7/1/2019
Hudson	Zimco Optics	Standard	Metal	7/1/2017
Humble	Modern Optical	Standard	Plastic	4/3/2023
Hunter	Modern Optical	Standard	Metal	7/1/2019
Icon	Modern Optical	Standard	Metal	7/1/2015
Idea	Modern Optical	Standard	Plastic	7/1/2019
Identity	Modern Optical	Standard	Plastic	7/1/2019
Immediate	Modern Optical	Standard	Plastic	4/3/2023
Immense	Modern Optical	Standard	Plastic	4/3/2023
Imply	Modern Optical	Standard	Plastic	4/3/2023
Incident	Modern Optical	Standard	Metal	4/3/2023
Incognito	Modern Optical	Standard	Plastic	7/1/2017
Indulge	Modern Optical	Standard	Plastic	7/1/2019
Innocent	Modern Optical	Standard	Plastic	7/1/2019
Instigate	Modern Optical	Standard	Plastic	4/3/2023
Intention	Modern Optical	Standard	Plastic	4/3/2023
Inviting	Modern Optical	Standard	Metal	7/1/2019
Involved	Modern Optical	Standard	Plastic	4/3/2023
James	Modern Optical	Standard	Metal	7/1/2017
Joseph	Modern Optical	Standard	Metal	7/1/2017
Joshua	Modern Optical	Standard	Plastic	4/3/2023
Juggle	Modern Optical	Standard	Plastic	7/1/2019
Just	Modern Optical	Standard	Plastic	4/3/2023
Karen	Modern Optical	Standard	Plastic	7/1/2017
Karma	Modern Optical	Standard	Plastic	7/1/2017
Keith	Modern Optical	Standard	Metal	7/1/2017

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Kendall	Modern Optical	Standard	Metal	7/1/2019
Kensington	Capri Optics	Standard	Metal	7/1/2015
Kevin	Modern Optical	Standard	Metal	7/1/2019
Keynote	Modern Optical	Standard	Metal	7/1/2017
Kind	Modern Optical	Standard	Metal	7/1/2019
Kody	Modern Optical	Standard	Metal	7/1/2015
L6001	Lantis	Standard	Plastic	7/1/2017
L6002	Lantis	Standard	Plastic	7/1/2017
L6003	Lantis	Standard	Plastic	7/1/2017
L6004	Lantis	Standard	Plastic	7/1/2017
L6005	Lantis	Standard	Metal	7/1/2017
L6006	Lantis	Standard	Metal	7/1/2017
L6007	Lantis	Standard	Metal	7/1/2017
L6008	Lantis	Standard	Plastic	7/1/2017
L6009	Lantis	Standard	Metal	7/1/2017
L6010	Lantis	Standard	Metal	7/1/2017
L6011	Lantis	Standard	Metal	7/1/2017
L6012	Lantis	Standard	Metal	7/1/2017
L6016	Lantis	Standard	Plastic	7/1/2017
L6017	Lantis	Standard	Plastic	7/1/2017
L6018	Lantis	Standard	Plastic	7/1/2017
L6023	Lantis	Standard	Plastic	7/1/2022
L6026	Lantis	Standard	Plastic	7/1/2022
L6031	Lantis	Standard	Metal	7/1/2022
L6032	Lantis	Standard	Metal	7/1/2022
L6039	Lantis	Standard	Plastic	7/1/2022
L7001	Lantis	Standard	Metal	7/1/2017
L7002	Lantis	Standard	Plastic	7/1/2017
L7003	Lantis	Standard	Metal	7/1/2017
L7004	Lantis	Standard	Metal	7/1/2017
L7005	Lantis	Standard	Metal	7/1/2017
L7006	Lantis	Standard	Plastic	7/1/2017
L7007	Lantis	Standard	Plastic	7/1/2017
L7008	Lantis	Standard	Plastic	7/1/2017
L7009	Lantis	Standard	Metal	7/1/2017
L7010	Lantis	Standard	Metal	7/1/2017
L7011	Lantis	Standard	Metal	7/1/2017
L7012	Lantis	Standard	Metal	7/1/2017
L7015	Lantis	Standard	Plastic	7/1/2017
L7016	Lantis	Standard	Plastic	7/1/2017
L7017	Lantis	Standard	Plastic	7/1/2017
L7022	Lantis	Standard	Plastic	7/1/2022
L7029	Lantis	Standard	Metal	7/1/2022
L7033	Lantis	Standard	Metal	7/1/2022
L7046	Lantis	Standard	Metal	7/1/2022
L7048	Lantis	Standard	Plastic	7/1/2022
L7049	Lantis	Standard	Metal	7/1/2022

L8001	Lantis	Standard	Metal	7/1/2017
L8002	Lantis	Standard	Plastic	7/1/2017
L8003	Lantis	Standard	metal	7/1/2017
L8004	Lantis	Standard	Metal	7/1/2017
L8005	Lantis	Standard	Metal	7/1/2017
L8006	Lantis	Standard	Plastic	7/1/2017
L8007	Lantis	Standard	Plastic	7/1/2017
L8008	Lantis	Standard	Plastic	7/1/2017
L8009	Lantis	Standard	Metal	7/1/2017
L8010	Lantis	Standard	Metal	7/1/2017
L8011	Lantis	Standard	Metal	7/1/2017
L8012	Lantis	Standard	Metal	7/1/2017
L8013	Lantis	Standard	Plastic	7/1/2017
L8014	Lantis	Standard	Plastic	7/1/2017
L8015	Lantis	Standard	Plastic	7/1/2017
L8016	Lantis	Standard	Plastic	7/1/2017
L8017	Lantis	Standard	Plastic	7/1/2017
L8018	Lantis	Standard	Plastic	7/1/2017
L8019	Lantis	Standard	Plastic	7/1/2017
L8020	Lantis	Standard	Plastic	7/1/2017
L8021	Lantis	Standard	Metal	7/1/2017
L8022	Lantis	Standard	Metal	7/1/2017
L8023	Lantis	Standard	Metal	7/1/2017
L8024	Lantis	Standard	Metal	7/1/2017
L8026	Lantis	Standard	Plastic	7/1/2017
L8027	Lantis	Standard	Plastic	7/1/2017
L8028	Lantis	Standard	Plastic	7/1/2017
L8029	Lantis	Standard	Plastic	7/1/2017
L8030	Lantis	Standard	Plastic	7/1/2017
L8031	Lantis	Standard	Plastic	4/3/2023
L8036	Lantis	Standard	Plastic	4/3/2023
L8037	Lantis	Standard	Plastic	4/3/2023
L8040	Lantis	Standard	Plastic	4/3/2023
L8041	Lantis	Standard	Plastic	4/3/2023
L8043	Lantis	Standard	Plastic	4/3/2023
L8044	Lantis	Standard	Plastic	4/3/2023
Landmark	Modern Optical	Standard	Plastic	7/1/2019
Launch	Modern Optical	Standard	Plastic	7/1/2015
Legendary	Modern Optical	Standard	Plastic	4/3/2023
Leverage	Modern Optical	Standard	Plastic	4/3/2023
Lilac	Capri Optics	Standard	Metal	7/1/2015
Liquid	Modern Optical	Standard	Plastic	7/1/2019
Lisa	Modern Optical	Standard	Metal	7/1/2017
Liz	Zimco Optics	Standard	Metal	7/1/2017
Looking Glass 1050	Hart Specialties	Standard	Plastic	7/1/2017
Loyal	Modern Optical	Standard	Plastic	4/3/2023
LTD181	Limited Editions	Standard	Metal	7/1/2017

Lulu	Modern Optical	Standard	Plastic	7/1/2015
Lyric	Modern Optical	Standard	Plastic	7/1/2019
Macie	Modern Optical	Standard	Plastic	4/3/2023
Maddie	Modern Optical	Standard	Plastic	7/1/2019
Magical	Modern Optical	Standard	Plastic	4/3/2023
Maintain	Modern Optical	Standard	Plastic	4/3/2023
Maneuver	Modern Optical	Standard	Plastic	4/3/2023
Manhattan	Limited Editions	Standard	Plastic	7/1/2017
Marshall	Modern Optical	Standard	Plastic	7/1/2019
Media	Modern Optical	Standard	Plastic	7/1/2017
Mellow	Modern Optical	Standard	Plastic	7/1/2019
Metropolitan	Modern Optical	Standard	Plastic	7/1/2017
Mingle	Modern Optical	Standard	Plastic	7/1/2017
Model 1	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 1	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 10	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 11	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 12	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 13	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 14	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 15	Specs4Us	Deluxe-Durable	Titanium	7/1/2017
Model 16	Specs4Us	Deluxe-Durable	Titanium	7/1/2019
Model 2	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 3	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 4	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 5	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 6	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 7	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 8	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Model 9	Specs4Us	Deluxe-Durable	Metal	7/1/2013
Momentum	Modern Optical	Standard	Metal	4/3/2023
Monaco	Zimco Optics	Standard	Metal	7/1/2017
Monica	Modern Optical	Standard	Plastic	7/1/2017
Moscow	Zimco Optics	Standard	Metal	7/1/2017
Muffin	Modern Optical	Standard	Plastic	7/1/2017
Murmur	Modern Optical	Standard	Plastic	4/3/2023
Nancy	Modern Optical	Standard	Metal	7/1/2017
Narrate	Modern Optical	Standard	Plastic	4/3/2023
Natalie	Modern Optical	Standard	Plastic	7/1/2017
Nate	Modern Optical	Standard	Plastic	7/1/2019
Negotiate	Modern Optical	Standard	Plastic	7/1/2019
Neon	Modern Optical	Standard	Plastic	7/1/2017
Norah	Modern Optical	Standard	Metal	4/3/2023
Notice	Modern Optical	Standard	Plastic	4/3/2023
Now	Modern Optical	Standard	Plastic	7/1/2017
Obtain	Modern Optical	Standard	Plastic	4/3/2023
Overview	Modern Optical	Standard	Plastic	7/1/2017

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Pacific	Zimco Optics	Standard	Plastic	7/1/2017
Parallel	Modern Optical	Standard	Plastic	7/1/2015
Patches	Modern Optical	Standard	Plastic	7/1/2017
Patience	Modern Optical	Standard	Plastic	7/1/2017
PeeWee	Modern Optical	Standard	Plastic	7/1/2019
Perform	Modern Optical	Standard	Plastic	4/3/2023
Perpetual	Modern Optical	Standard	Metal	4/3/2023
Phase	Modern Optical	Standard	Plastic	7/1/2017
Pixie	Modern Optical	Standard	Plastic	7/1/2015
Plasma	Modern Optical	Standard	Plastic	7/1/2017
Pleasure	Modern Optical	Standard	Plastic	7/1/2017
Positive	Modern Optical	Standard	Plastic	7/1/2019
Precise	Modern Optical	Standard	Plastic	7/1/2017
Prepare	Modern Optical	Standard	Plastic	4/3/2023
Prevail	Modern Optical	Standard	Plastic	4/3/2023
Pronto	Modern Optical	Standard	Plastic	4/3/2023
PT 56	Capri Optics	Standard	Metal	7/1/2015
PT 62	Capri Optics	Standard	Metal	7/1/2015
PT 67	Capri Optics	Standard	Metal	7/1/2017
PT 78	Capri Optics	Standard	Metal, Spring Hinge	7/1/2019
PT 79	Capri Optics	Standard	Metal	7/1/2015
PT 85	Capri Optics	Standard	Metal	7/1/2015
PT 86	Capri Optics	Standard	Metal	7/1/2017
PT 87	Capri Optics	Standard	Metal	7/1/2017
PT 88	Capri Optics	Standard	Metal, Spring Hinge	7/1/2019
PT 92	Capri Optics	Standard	Metal	7/1/2017
PT 96	Capri Optics	Standard	Metal, Spring Hinge	7/1/2019
PT 97	Capri Optics	Standard	Metal, Spring Hinge	7/1/2019
Punctual	Modern Optical	Standard	Plastic	4/3/2023
Quaint	Modern Optical	Standard	Plastic	4/3/2023
Ralph	Modern Optical	Standard	Plastic	7/1/2015
Rarity	Modern Optical	Standard	Plastic	4/3/2023
Rational	Modern Optical	Standard	Plastic	4/3/2023
Reason	Modern Optical	Standard	Plastic	4/3/2023
Region	Modern Optical	Standard	Plastic	4/3/2023
Relax	Modern Optical	Standard	Plastic	7/1/2017
Relentless	Modern Optical	Standard	Plastic	4/3/2023
Remote	Modern Optical	Standard	Plastic	7/1/2019
Repeat	Modern Optical	Standard	Metal	4/3/2023
Reputation	Modern Optical	Standard	Plastic	4/3/2023
Resist	Modern Optical	Standard	Metal	4/3/2023
Respond	Modern Optical	Standard	Plastic	4/3/2023
Retro	Modern Optical	Standard	Plastic	7/1/2019
Reunion	Modern Optical	Standard	Plastic	4/3/2023
Rivalry	Modern Optical	Standard	Plastic	7/1/2019
S-310	Zimco Optics	Standard	Plastic	7/1/2017
S-313	Zimco Optics	Standard	Plastic	7/1/2017

S-323	Zimco Optics	Standard	Plastic	7/1/2017
S-325	Zimco Optics	Standard	Plastic	7/1/2017
S-510	Zimco Optics	Standard	Metal	7/1/2017
S-512	Zimco Optics	Standard	Metal	7/1/2017
Sadie	Modern Optical	Standard	Plastic	7/1/2017
Scoop	Modern Optical	Standard	Plastic	7/1/2019
Score	Modern Optical	Standard	Plastic	7/1/2015
Sheer	Modern Optical	Standard	Plastic	7/1/2017
Sherman	Modern Optical	Standard	Metal	7/1/2019
Simplify	Modern Optical	Standard	Plastic	4/3/2023
Skateboard	Modern Optical	Standard	Plastic	7/1/2019
Skippy	Modern Optical	Standard	Plastic	7/1/2017
Sky	Modern Optical	Standard	Plastic	7/1/2017
Slick	Modern Optical	Standard	Plastic	7/1/2015
Slide	Modern Optical	Standard	Metal	7/1/2017
Sonata	Modern Optical	Standard	Plastic	7/1/2019
Soothe	Modern Optical	Standard	Metal	4/3/2023
Special	Modern Optical	Standard	Metal	7/1/2015
Speckle	Modern Optical	Standard	Plastic	7/1/2015
Splash	Modern Optical	Standard	Plastic	7/1/2017
Split A	Capri Optics	Deluxe-Durable	TR 90	7/1/2017
Split C	Capri Optics	Deluxe-Durable	TR 90	7/1/2017
Sprinkles	Modern Optical	Standard	Plastic	7/1/2019
Spunky	Modern Optical	Standard	Plastic	7/1/2017
Squiggle	Modern Optical	Standard	Plastic	4/3/2023
Stance	Modern Optical	Standard	Plastic	4/3/2023
Steady	Modern Optical	Standard	Plastic	4/3/2023
Storm	Modern Optical	Standard	Plastic	7/1/2017
Structure	Modern Optical	Standard	Plastic	7/1/2017
Studio	Modern Optical	Standard	Plastic	7/1/2017
Surreal	Modern Optical	Standard	Plastic	7/1/2019
SW319	EyeQ	Standard	Plastic	7/1/2017
SW444	EyeQ	Standard	Plastic	7/1/2017
SW445	EyeQ	Standard	Plastic	7/1/2017
Swift	Modern Optical	Standard	Metal	7/1/2015
Swirl	Modern Optical	Standard	Plastic	7/1/2017
Symbolic	Modern Optical	Standard	Plastic	4/3/2023
T 18	Capri Optics	Deluxe-Durable	TR 90	7/1/2017
T 28	Capri Optics	Deluxe-Durable	TR 90	7/1/2017
T 30	Capri Optics	Deluxe-Durable	TR 90	7/1/2017
Tackle	Modern Optical	Standard	Plastic	7/1/2017
Tactic	Modern Optical	Standard	Metal	7/1/2017
Taffy	Modern Optical	Standard	Plastic	7/1/2017
Takeoff	Modern Optical	Standard	Plastic	7/1/2017
Tangle	Modern Optical	Standard	Plastic	7/1/2019
Teach	Modern Optical	Standard	Plastic	7/1/2019
Ted (CC Temple)	Modern Optical	Standard	Metal; Cable Temples	7/1/2017

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Telltale	Modern Optical	Standard	Plastic	7/1/2019
Tender	Modern Optical	Standard	Plastic	7/1/2017
Testify	Modern Optical	Standard	Plastic	4/3/2023
Thaw	Modern Optical	Standard	Plastic	4/3/2023
Theory	Modern Optical	Standard	Plastic	7/1/2017
Thrilling	Modern Optical	Standard	Plastic	4/3/2023
Throttle	Modern Optical	Standard	Plastic	7/1/2019
Tiger	Modern Optical	Standard	Metal	7/1/2019
Tigress	Modern Optical	Standard	Plastic	7/1/2017
Todd	Modern Optical	Standard	Metal	7/1/2017
Tony	Modern Optical	Standard	Metal	7/1/2019
Tornado	Modern Optical	Standard	Plastic	7/1/2017
Trust	Modern Optical	Standard	Metal	7/1/2019
Tycoon	Modern Optical	Standard	Plastic	7/1/2019
U 14	Capri Optics	Standard	Plastic	7/1/2015
U 203	Capri Optics	Standard	Plastic	7/1/2017
U 205	Capri Optics	Standard	Plastic	7/1/2017
U 208	Capri Optics	Standard	Plastic	7/1/2017
U 214	Capri Optics	Standard	Plastic	7/1/2019
U 32	Capri Optics	Standard	Plastic	7/1/2017
U 36	Capri Optics	Standard	Plastic	7/1/2017
U 39	Capri Optics	Standard	Plastic	7/1/2017
U 40	Capri Optics	Standard	Plastic	7/1/2017
UL 90	Capri Optics	Standard	Plastic	7/1/2017
UL 91	Capri Optics	Standard	Plastic	7/1/2017
UM 72	Capri Optics	Standard	Plastic	7/1/2017
UM 73	Capri Optics	Standard	Plastic	7/1/2017
Understand	Modern Optical	Standard	Plastic	4/3/2023
Unite	Modern Optical	Standard	Plastic	7/1/2017
Unlimited	Modern Optical	Standard	Plastic	4/3/2023
Uptown	Limited Editions	Standard	Plastic	7/1/2017
Urban	Modern Optical	Standard	Plastic	7/1/2017
US 53	Capri Optics	Standard	Plastic	7/1/2017
US 54	Capri Optics	Standard	Plastic	7/1/2017
US 55	Capri Optics	Standard	Plastic	7/1/2015
US 56	Capri Optics	Standard	Plastic	7/1/2015
US 73	Capri Optics	Standard	Plastic	7/1/2017
US 74	Capri Optics	Standard	Plastic	7/1/2017
US 75	Capri Optics	Standard	Plastic	7/1/2017
US 78	Capri Optics	Standard	Plastic	7/1/2017
US 80	Capri Optics	Standard	Plastic	7/1/2017
US 88	Capri Optics	Standard	Plastic	7/1/2019
US 93	Capri Optics	Standard	Plastic, Spring Hinge	7/1/2019
US 96	Capri Optics	Standard	Plastic, Spring Hinge	7/1/2019
Vern	Modern Optical	Standard	Metal	7/1/2017
Vibrant	Modern Optical	Standard	Plastic	7/1/2019
Vintage	Modern Optical	Standard	Plastic	4/3/2023

Visa	Modern Optical	Standard	Plastic	7/1/2017
Watchful	Modern Optical	Standard	Plastic	4/3/2023
Weekend	Modern Optical	Standard	Plastic	7/1/2019
Welcome	Modern Optical	Standard	Plastic	7/1/2019
Windy	Modern Optical	Standard	Plastic	7/1/2015
Wisdom	Modern Optical	Standard	Plastic	7/1/2019
Wise	Modern Optical	Standard	Metal	7/1/2019
Wow	Modern Optical	Standard	Plastic	7/1/2017
Yippee	Modern Optical	Standard	Plastic	7/1/2017
Yoni	Modern Optical	Standard	Plastic	7/1/2017
Youth	Capri Optics	Deluxe-Durable	TR 90	7/1/2017

Deletions

<u>Frame</u>	<u>Manufacturer</u>	<u>Date</u>
5th Avenue	Limited Editions	3/27/2023
7712	Capri Optics	7/1/2022
7716	Capri Optics	7/1/2019
7725	Capri Optics	7/1/2019
7726	Capri Optics	7/1/2019
7731	Capri Optics	7/1/2019
Appeal	Modern Optical	7/1/2022
Attitude 18	Zimco Optics	3/27/2023
Baby Lux2	Miraflex	6/1/2022
Baby One	Miraflex	6/1/2022
Baby One 2	Miraflex	6/1/2022
Baby One 37	Miraflex	7/1/2019
Baby One 44	Miraflex	7/1/2019
Baby Plus	Miraflex	6/1/2022
Baby Plus 2	Miraflex	6/1/2022
Baby Zero	Miraflex	6/1/2022
Baby Zero 2	Miraflex	6/1/2022
Beginner	Modern Optical	7/1/2022
BLVD4154	New York Eye	6/1/2022
Brian	Capri Optics	7/1/2019
Cambridge	Zimco Optics	7/1/2019
Carousel	Modern Optical	7/1/2019
CC 61	Zimco Optics	7/1/2019
Emma	Modern Optical	7/1/2022
Eva	Miraflex	6/1/2022
Exclusive 119	Continental Optical	7/1/2022
Exclusive 120	Continental Optical	7/1/2022
Exclusive 135	Continental Optical	7/1/2017
Exclusive 157	Continental Optical	7/1/2022
Exclusive 90	Continental Optical	1/5/2016
Fission 20	Zimco Optics	3/27/2023
Fregossi 368	Continental Optical	3/27/2023
FX 1	Capri Optics	7/1/2019

Deletions

<u>Frame</u>	<u>Manufacturer</u>	<u>Date</u>
5th Avenue	Limited Editions	3/27/2023
7712	Capri Optics	7/1/2022
FX 13	Capri Optics	7/1/2019
FX 15	Capri Optics	7/1/2019
FX 19	Capri Optics	7/1/2017
FX 2	Capri Optics	7/1/2017
FX 21	Capri Optics	7/1/2017
FX 30	Capri Optics	7/1/2022
FX 32	Capri Optics	7/1/2019
FX 33	Capri Optics	3/27/2023
FX 34	Capri Optics	7/1/2019
Helen	Modern Optical	7/1/2019
Iris	Capri Optics	7/1/2019
Ivy	Capri Optics	7/1/2019
J 5602	Hart Specialties	3/27/2023
Judi	Modern Optical	7/1/2022
Kensington	Capri Optics	7/1/2019
Kiwi	Capri Optics	7/1/2019
Leo #2	Zimco Optics	7/1/2019
Looking Glass 1050	Hart Specialties	7/1/2019
Mainstreet 415	Hart Specialties	6/1/2022
Maxi Baby	Miraflex	6/1/2022
Maxi Baby 2	Miraflex	6/1/2022
Mayan 1	Miraflex	6/1/2022
Mayan 2	Miraflex	6/1/2022
Mayan 3	Miraflex	6/1/2022
Model 10	Specs4us	1/14/2016
Natalie	Modern Optical	7/1/2019
New Baby 4	Miraflex	6/1/2022
Nick 50	Miraflex	7/1/2019
Nick 52	Miraflex	6/1/2022
Nick 52	Miraflex	3/28/2016
Nick 53	Miraflex	7/1/2019

Deletions

<u>Frame</u>	<u>Manufacturer</u>	<u>Date</u>
5th Avenue	Limited Editions	3/27/2023
7712	Capri Optics	7/1/2022
PT 36	Capri Optics	7/1/2019
PT 53	Capri Optics	7/1/2019
PT 61	Capri Optics	7/1/2019
PT 62	Capri Optics	7/1/2019
PT 67	Capri Optics	7/1/2019
PT 79	Capri Optics	7/1/2019
PT 84	Capri Optics	3/27/2023
PT 89	Capri Optics	7/1/2022
Randi	Modern Optical	7/1/2022
Rigid	Modern Optical	7/1/2022
Rori	Modern Optical	Standard
S-510	Zimco Optics	7/1/2019
S-512	Zimco Optics	7/1/2019
Shock	Modern Optical	7/1/2022
Smart	Modern Optical	7/1/2022
Sunset	Modern Optical	7/1/2022
Taffy	Modern Optical	7/1/2019
Thrive	Modern Optical	7/1/2022
U 10	Capri Optics	7/1/2019
U 28	Capri Optics	7/1/2019
U 31	Capri Optics	7/1/2019
U 35	Capri Optics	7/1/2019
U 37	Capri Optics	7/1/2019
US 50	Capri Optics	7/1/2019
US 51	Capri Optics	7/1/2019
US 55	Capri Optics	7/1/2019
US 57	Capri Optics	7/1/2019
US 65	Capri Optics	7/1/2019
US 65	Capri Optics	7/1/2022
US 67	Capri Optics	3/27/2023
Vibe	Modern Optical	7/1/2019

Deletions

<u>Frame</u>	<u>Manufacturer</u>	<u>Date</u>
5th Avenue	Limited Editions	3/27/2023
7712	Capri Optics	7/1/2022
Whimsey	Modern Optical	7/1/2022
Yoni	Modern Optical	7/1/2019

Toddler Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Cutie	Modern Optical	Metal
PeeWee	Modern Optical	Plastic

Kid's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Achieve	Modern Optical	Plastic
Addison	Modern Optical	Metal
Adorable	Modern Optical	Plastic
Angel	Modern Optical	Metal
Around	Modern Optical	Metal
Banzai	Modern Optical	Metal
Bashful	Modern Optical	Plastic
Behave	Modern Optical	Plastic
Bicycle	Modern Optical	Plastic
Breeze	Modern Optical	Plastic
Capricorn	Modern Optical	Metal
Care	Modern Optical	Plastic
Charlee	Modern Optical	Plastic
Cheerful	Modern Optical	Metal
Climb	Modern Optical	Plastic
Confetti	Modern Optical	Plastic
Consider	Modern Optical	Metal
CT 436	Limited Editions	Metal
Cuddle	Modern Optical	Plastic
Curly	Limited Editions	Metal
Dawn	Modern Optical	Metal
Dewdrop	Modern Optical	Plastic
Dynamite	Modern Optical	Metal
Enjoy	Modern Optical	Plastic
Falcon	Modern Optical	Plastic
Frolic	Modern Optical	Plastic
Gemini	Modern Optical	Metal

Kid's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Genius	Modern Optical	Plastic
Gentle	Modern Optical	Plastic
Gift	Modern Optical	Plastic
Goodies	Modern Optical	Plastic
Grammar	Modern Optical	Plastic
Guidance	Modern Optical	Plastic
Gumball	Modern Optical	Plastic
Hide&Seek	Modern Optical	Metal
Hopscotch	Modern Optical	Plastic
Hudson	Zimco Optics	Metal
Humble	Modern Optical	Plastic
Imply	Modern Optical	Plastic
Incident	Modern Optical	Metal
Incognito	Modern Optical	Plastic
Juggle	Modern Optical	Plastic
Kendall	Modern Optical	Metal
L8001	Lantis	Metal
L8002	Lantis	Plastic
L8004	Lantis	Metal
L8005	Lantis	Metal
L8006	Lantis	Plastic
L8007	Lantis	Plastic
L8008	Lantis	Plastic
L8009	Lantis	Metal
L8010	Lantis	Metal
L8011	Lantis	Metal
L8012	Lantis	Metal

Kid's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
L8013	Lantis	Plastic
L8015	Lantis	Plastic
L8016	Lantis	Plastic
L8017	Lantis	Plastic
L8018	Lantis	Plastic
L8019	Lantis	Plastic
L8020	Lantis	Plastic
L8022	Lantis	Metal
L8027	Lantis	Plastic
L8029	Lantis	Plastic
L8030	Lantis	Plastic
L8031	Lantis	Plastic
L8036	Lantis	Plastic
L8037	Lantis	Plastic
L8040	Lantis	Plastic
L8041	Lantis	Plastic
L8043	Lantis	Plastic
L8044	Lantis	Plastic
Legendary	Modern Optical	Plastic
Lollipop (Skull)	Modern Optical	Metal
Lollipop (Cable)	Modern Optical	Metal
Loyal	Modern Optical	Plastic
LTD181	Limited Editions	Metal
Magical	Modern Optical	Plastic
Maintain	Modern Optical	Plastic
Muffin	Modern Optical	Plastic
Neon	Modern Optical	Plastic

Kid's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Ninja	Modern Optical	Metal
Patches	Modern Optical	Plastic
Perform	Modern Optical	Plastic
PT 96	Capri Optics	Metal, Spring Hinge
PT 97	Capri Optics	Metal, Spring Hinge
Pumpkin (Cable)	Modern Optical	Metal
Pumpkin (Skull)	Modern Optical	Metal
Rarity	Modern Optical	Plastic
Repeat	Modern Optical	Metal
Reputation	Modern Optical	Plastic
Resist	Modern Optical	Metal
Rivalry	Modern Optical	Plastic
Scoop	Modern Optical	Plastic
Score	Modern Optical	Plastic
Skateboard	Modern Optical	Plastic
Skippy	Modern Optical	Plastic
Sky	Modern Optical	Plastic
Sneakers	Modern Optical	Plastic
Special	Modern Optical	Metal
Speckle	Modern Optical	Plastic
Splash	Modern Optical	Plastic
Split A	Capri Optics	TR 90
Sporty	Modern Optical	Plastic
Sprinkles	Modern Optical	Plastic
Spunky	Modern Optical	Plastic
Squiggle	Modern Optical	Plastic
T 18	Capri Optics	TR 90

Kid's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
T 28	Capri Optics	TR 90
Tackle	Modern Optical	Plastic
Takeoff	Modern Optical	Plastic
Tender	Modern Optical	Plastic
Thaw	Modern Optical	Plastic
Tie-Dye	Modern Optical	Plastic
Todd	Modern Optical	Metal
Tori	Modern Optical	Plastic
US 53	Capri Optics	Plastic
US 78	Capri Optics	Plastic
US 93	Capri Optics	Plastic, Spring Hinge
US 96	Capri Optics	Plastic, Spring Hinge
Vibrant	Modern Optical	Plastic
Vintage	Modern Optical	Plastic
Watchful	Modern Optical	Plastic
Wiggle	Modern Optical	Plastic
Windy	Modern Optical	Plastic
Wise	Modern Optical	Metal
Youth	Capri Optics	TR 90

Teen's/Adult's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
314	Limited Editions	Metal
7710	Capri Optics	Metal
7713	Capri Optics	Metal
7719	Capri Optics	Metal
14th Avenue	Limited Editions	Plastic
About	Modern Optical	Plastic
Accord	Modern Optical	Plastic
Achieve	Modern Optical	Plastic
Acquire	Modern Optical	Plastic
Active	Modern Optical	Plastic
Adam	Modern Optical	Plastic
Addison	Modern Optical	Metal
Adele	Modern Optical	Metal
Advice	Modern Optical	Plastic
Affection	Modern Optical	Plastic
Affiliate	Modern Optical	Plastic
Agent	Modern Optical	Metal
Agree	Modern Optical	Plastic
Allie	Modern Optical	Metal
Amber	Modern Optical	Plastic
Amicable	Modern Optical	Plastic
Anne	Modern Optical	Plastic
Answer	Modern Optical	Plastic
Appoint	Modern Optical	Plastic
Appreciate	Modern Optical	Plastic
Aries	Modern Optical	Metal
Arrival	Modern Optical	Plastic

Teen's/Adult's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Assign	Modern Optical	Plastic
Attract	Modern Optical	Plastic
Award	Modern Optical	Plastic
Balance	Modern Optical	Plastic
Barb	Modern Optical	Plastic
Because	Modern Optical	Plastic
Behave	Modern Optical	Plastic
Belong	Modern Optical	Plastic
Beth	Modern Optical	Metal
Blooms	Modern Optical	Plastic
Brave	Modern Optical	Plastic
Bria	Modern Optical	Metal
Buzz	Modern Optical	Plastic
Camille	Modern Optical	Metal
Candia	Limited Editions	Plastic
Caribbean	Zimco Optics	Metal
Carmen	Modern Optical	Plastic
Catchy	Modern Optical	Plastic
Certain	Modern Optical	Plastic
Chad	Zimco Optics	Metal
Charlee	Modern Optical	Plastic
Chelsea	Zimco Optics	Metal
Chill	Modern Optical	Plastic
Chris	Modern Optical	Plastic
Clout	Modern Optical	Plastic
Clutch	Modern Optical	Plastic
Colleen	Modern Optical	Plastic

Teen's/Adult's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Commando	Modern Optical	Metal
Compliment	Modern Optical	Plastic
Concert	Modern Optical	Plastic
Confide	Modern Optical	Plastic
Connect	Modern Optical	Plastic
Connie	Modern Optical	Plastic
Conserve	Modern Optical	Plastic
Consider	Modern Optical	Metal
Control	Modern Optical	Plastic
Cosmo	Modern Optical	Plastic
Cozy	Modern Optical	Plastic
Craze	Modern Optical	Plastic
Crusader	Modern Optical	Metal
CT 2294	Limited Editions	Metal
Culture	Modern Optical	Plastic
Cyclone	Modern Optical	Metal
Daily	Modern Optical	Plastic
Dance	Modern Optical	Plastic
Davina	Modern Optical	Plastic
Daylight	Modern Optical	Metal
Dazzle	Modern Optical	Metal
Degree	Modern Optical	Plastic
Deluxe	Modern Optical	Metal
Dewdrop	Modern Optical	Plastic
Diana	Modern Optical	Metal
Dillon	Modern Optical	Plastic
Distance	Modern Optical	Plastic

Teen's/Adult's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Doug	Modern Optical	Metal
Downtown	Limited Editions	Plastic
Driver	Modern Optical	Plastic
Eileen	Modern Optical	Plastic
Elated	Modern Optical	Plastic
Elwood	Modern Optical	Plastic
Endorse	Modern Optical	Plastic
Enjoy	Modern Optical	Plastic
EQ301	EyeQ	Plastic
EQ313	EyeQ	Plastic
Equal	Modern Optical	Plastic
Ethel	Modern Optical	Metal
Everett	Modern Optical	Plastic
Exit	Modern Optical	Plastic
Experience	Modern Optical	Plastic
Familiar	Modern Optical	Plastic
Feline	Modern Optical	Plastic
Fighter	Modern Optical	Plastic
Filter	Modern Optical	Plastic
Finale	Modern Optical	Metal
Finesse	Modern Optical	Metal
Finish Line	Modern Optical	Plastic
Floral	Modern Optical	Plastic
Floyd	Modern Optical	Plastic
Fluid	Modern Optical	Plastic
Follow	Modern Optical	Plastic
Forbidden	Modern Optical	Plastic

Teen's/Adult's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Found	Modern Optical	Plastic
Freedom	Modern Optical	Plastic
Freeway	Modern Optical	Metal
Fulfill	Modern Optical	Plastic
FX 10	Capri Optics	Titanium Memory Metal
FX 20	Capri Optics	Titanium Memory Metal
FX 22	Capri Optics	Titanium Memory Metal
FX 27	Capri Optics	Titanium Memory Metal
FX 28	Capri Optics	Titanium Memory Metal
FX 29	Capri Optics	Titanium Memory Metal
FX 3	Capri Optics	Titanium Memory Metal
FX 4	Capri Optics	Titanium Memory Metal
FX 6	Capri Optics	Titanium Memory Metal
FX 8	Capri Optics	Titanium Memory Metal
Gary	Modern Optical	Metal
Glenn	Modern Optical	Metal
Glimmer	Modern Optical	Plastic
Gloria	Modern Optical	Metal
Gradual	Modern Optical	Plastic
Grammar	Modern Optical	Plastic
Guidance	Modern Optical	Plastic
Habit	Modern Optical	Plastic
Halftime	Modern Optical	Plastic
Hannah	Modern Optical	Plastic
Harlow	Modern Optical	Plastic
Harper	Modern Optical	Plastic
Harvest	Modern Optical	Plastic

Teen's/Adult's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Hazel	Modern Optical	Metal
Heat	Modern Optical	Metal; Nylon Rimless
Hector	Modern Optical	Plastic
Holiday	Modern Optical	Plastic
Humble	Modern Optical	Plastic
Hunter	Modern Optical	Metal
Icon	Modern Optical	Metal
Idea	Modern Optical	Plastic
Identity	Modern Optical	Plastic
Immediate	Modern Optical	Plastic
Immense	Modern Optical	Plastic
Imply	Modern Optical	Plastic
Incident	Modern Optical	Metal
Indulge	Modern Optical	Plastic
Innocent	Modern Optical	Plastic
Instigate	Modern Optical	Plastic
Intention	Modern Optical	Plastic
Inviting	Modern Optical	Metal
Involved	Modern Optical	Plastic
James	Modern Optical	Metal
Jazz	Modern Optical	Metal
Joseph	Modern Optical	Metal
Joshua	Modern Optical	Plastic
Just	Modern Optical	Plastic
Karen	Modern Optical	Plastic
Karma	Modern Optical	Plastic
Keith	Modern Optical	Metal

Teen's/Adult's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Kevin	Modern Optical	Metal
Keynote	Modern Optical	Metal
Kind	Modern Optical	Metal
Kody	Modern Optical	Metal
L6001	Lantis	Plastic
L6002	Lantis	Plastic
L6003	Lantis	Plastic
L6004	Lantis	Plastic
L6005	Lantis	Metal
L6006	Lantis	Metal
L6007	Lantis	Metal
L6008	Lantis	Plastic
L6009	Lantis	Metal
L6010	Lantis	Metal
L6011	Lantis	Metal
L6012	Lantis	Metal
L6016	Lantis	Plastic
L6017	Lantis	Plastic
L6018	Lantis	Plastic
L6023	Lantis	Plastic
L7001	Lantis	Metal
L7002	Lantis	Plastic
L7003	Lantis	Metal
L7004	Lantis	Metal
L7005	Lantis	Metal
L7006	Lantis	Plastic
L7007	Lantis	Plastic

Teen's/Adult's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
L7008	Lantis	Plastic
L7009	Lantis	Metal
L7010	Lantis	Metal
L7011	Lantis	Metal
L7012	Lantis	Metal
L7015	Lantis	Plastic
L7016	Lantis	Plastic
L7017	Lantis	Plastic
L8003	Lantis	metal
L8014	Lantis	Plastic
L8021	Lantis	Metal
L8023	Lantis	Metal
L8024	Lantis	Metal
L8026	Lantis	Plastic
L8028	Lantis	Plastic
Landmark	Modern Optical	Plastic
Launch	Modern Optical	Plastic
Legendary	Modern Optical	Plastic
Leverage	Modern Optical	Plastic
Lilac	Capri Optics	Metal
Liquid	Modern Optical	Plastic
Lisa	Modern Optical	Metal
Liz	Zimco Optics	Metal
Loyal	Modern Optical	Plastic
Lulu	Modern Optical	Plastic
Lyric	Modern Optical	Plastic
Macie	Modern Optical	Plastic

Teen's/Adult's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Maddie	Modern Optical	Plastic
Maintain	Modern Optical	Plastic
Maneuver	Modern Optical	Plastic
Manhattan	Limited Editions	Plastic
Marshall	Modern Optical	Plastic
Media	Modern Optical	Plastic
Mellow	Modern Optical	Plastic
Metropolitan	Modern Optical	Plastic
Mingle	Modern Optical	Plastic
Momentum	Modern Optical	Metal
Monaco	Zimco Optics	Metal
Monica	Modern Optical	Plastic
Moscow	Zimco Optics	Metal
Murmur	Modern Optical	Plastic
Nancy	Modern Optical	Metal
Narrate	Modern Optical	Plastic
Nate	Modern Optical	Plastic
Negotiate	Modern Optical	Plastic
Norah	Modern Optical	Metal
Notice	Modern Optical	Plastic
Now	Modern Optical	Plastic
Obtain	Modern Optical	Plastic
Overview	Modern Optical	Plastic
Pacific	Zimco Optics	Metal
Parallel	Modern Optical	Plastic
Patience	Modern Optical	Plastic
Perform	Modern Optical	Plastic

Teen's/Adult's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Perpetual	Modern Optical	Metal
Phase	Modern Optical	Plastic
Pixie	Modern Optical	Plastic
Plasma	Modern Optical	Plastic
Pleasure	Modern Optical	Plastic
Positive	Modern Optical	Plastic
Precise	Modern Optical	Plastic
Prepare	Modern Optical	Plastic
Prevail	Modern Optical	Plastic
Pronto	Modern Optical	Plastic
PT 48	Capri Optics	Metal
PT 56	Capri Optics	Metal
PT 78	Capri Optics	Metal, Spring Hinge
PT 80	Capri Optics	Metal
PT 85	Capri Optics	Metal
PT 86	Capri Optics	Metal
PT 87	Capri Optics	Metal
PT 88	Capri Optics	Metal, Spring Hinge
PT 92	Capri Optics	Metal
Puntual	Modern Optical	Plastic
Quaint	Modern Optical	Plastic
Ralph	Modern Optical	Plastic
Rarity	Modern Optical	Plastic
Rational	Modern Optical	Plastic
Reason	Modern Optical	Plastic
Region	Modern Optical	Plastic
Relax	Modern Optical	Plastic

Teen's/Adult's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Relentless	Modern Optical	Plastic
Remote	Modern Optical	Plastic
Repeat	Modern Optical	Metal
Reputation	Modern Optical	Plastic
Resist	Modern Optical	Metal
Respond	Modern Optical	Plastic
Retro	Modern Optical	Plastic
Reunion	Modern Optical	Metal
S-310	Zimco Optics	Plastic
S-313	Zimco Optics	Plastic
S-323	Zimco Optics	Plastic
S-325	Zimco Optics	Plastic
Sadie	Modern Optical	Plastic
Sheer	Modern Optical	Plastic
Sherman	Modern Optical	Metal
Simplify	Modern Optical	Plastic
Slick	Modern Optical	Plastic
Slide	Modern Optical	Metal
Sonata	Modern Optical	Plastic
Soothe	Modern Optical	Plastic
Split C	Capri Optics	TR 90
Squiggle	Modern Optical	Plastic
Stance	Modern Optical	Plastic
Steady	Modern Optical	Plastic
Storm	Modern Optical	Plastic
Structure	Modern Optical	Plastic
Studio	Modern Optical	Metal

Teen's/Adult's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Surreal	Modern Optical	Plastic
SW319	EyeQ	Plastic
SW444	EyeQ	Plastic
SW445	EyeQ	Plastic
Swift	Modern Optical	Metal
Swirl	Modern Optical	Plastic
Symbolic	Modern Optical	Plastic
T 30	Capri Optics	TR 90
Tactic	Modern Optical	Metal
Tangle	Modern Optical	Plastic
Teach	Modern Optical	Plastic
Ted (CC Temple)	Modern Optical	Metal; Cable Temples
Telltale	Modern Optical	Plastic
Testify	Modern Optical	Plastic
Theory	Modern Optical	Plastic
Thrilling	Modern Optical	Plastic
Throttle	Modern Optical	Plastic
Tiger	Modern Optical	Metal
Tigress	Modern Optical	Plastic
Tomorrow	Modern Optical	Plastic
Tony	Modern Optical	Metal
Tornado	Modern Optical	Plastic
Trust	Modern Optical	Metal
Tycoon	Modern Optical	Plastic
U 14	Capri Optics	Plastic
U 203	Capri Optics	Plastic
U 205	Capri Optics	Plastic

Teen's/Adult's Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
U 208	Capri Optics	Plastic
U 21	Capri Optics	Plastic
U 214	Capri Optics	Plastic
U 23	Capri Optics	Plastic
U 32	Capri Optics	Plastic
U 33	Capri Optics	Plastic
U 36	Capri Optics	Plastic
U 39	Capri Optics	Plastic
U 40	Capri Optics	Plastic

Special Needs Frame List

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Awesome	VisualEyes	Plastic
Buddies	VisualEyes	Plastic
Cherish	VisualEyes	Plastic
Clever	VisualEyes	Plastic
Energy	VisualEyes	Plastic
Joy	VisualEyes	Plastic
L8047	Lantis	Plastic
L8048	Lantis	Plastic
L8049	Lantis	Plastic
Miracle	VisualEyes	Plastic
Trendy Flex 1 (TF1)	Capri	Plastic
Trendy Flex 2 (TF2)	Capri	Plastic
Trendy Flex 3 (TF3)	Capri	Plastic
Trendy Flex 4 (TF4)	Capri	Plastic
Trendy Flex 5 (TF5)	Capri	Plastic
Trendy Flex 6 (TF6)	Capri	Plastic

Special Needs Frame List

Specs4us Frames are designed for individuals with Down Syndrome to fit their unique needs.


Custom designed with shortened temples, extra wide frame fronts and a lowered bridge.

<u>Frame Name</u>	<u>Manufacturer</u>	<u>Material</u>
Model 1	Specs4us	Titanium
Model 2	Specs4us	Titanium
Model 3	Specs4us	Titanium
Model 4	Specs4us	Titanium
Model 5	Specs4us	Titanium
Model 6	Specs4us	Titanium
Model 7	Specs4us	Titanium
Model 8	Specs4us	Titanium
Model 9	Specs4us	Titanium
Model 11	Specs4us	Titanium
Model 12	Specs4us	Titanium
Model 13	Specs4us	Titanium
Model 14	Specs4us	Titanium
Model 15	Specs4us	Titanium
Model 16	Specs4us	Titanium








Frames

Name & Sizes	Manufacturer	Picture	Colors
314 54-18-145	Limited Editions		Brown Pewter Gold
7710 50-18-140	Capri Optics		Coffee Ink
7713 49-19-140 52-19-145	Capri Optics		Black Coffee Gunmetal
7719 54-19-145 56-19-145 60-19-150	Capri Optics		Black Coffee Gunmetal
14th Avenue 48-16-135	Limited Editions		Black Burgundy Grey Tortoise
About 52-16-140	Modern Optical		Blue Tortoise Jade Tortoise Lilac Tortoise
Accord 49-20-140	Modern Optical		Black Crystal Tortoise

Frames

Name & Sizes	Manufacturer	Picture	Colors
Achieve 51-19-135	Modern Optical		Blue Crystal Lilac Crystal Pink Crystal
Acquire 51-19-135	Modern Optical		Black Tortoise Blue Tortoise Purple Tortoise
Active 51-16-140	Modern Optical		Black Burgundy Tortoise
Adam 51-16-140 53-16-145	Modern Optical		Black Brown Grey
Adele 52-18-135	Modern Optical		Brown Lilac Rose
Addison 50-20-140	Modern Optical		Black Burgundy Purple
Adorable 47-15-135	Modern Optical		Black/Blue Black/Brown Black/Plum

Frames

Name & Sizes	Manufacturer	Picture	Colors
Advice 53-18-135	Modern Optical		Black/Mauve Black/Olive Black/Purple
Affection 55-18-140	Modern Optical		Black/Grey Brown Burgundy
Affiliate 55-20-145	Modern Optical		Black/Frost Matte Brown/Frost Matte Navy/Frost Matte
Agent 56-17-140	Modern Optical		Black/Blue Brown/Black Gunmetal/Black
Agree 52-16-140	Modern Optical		Black/Silver Brown/Gold Burgundy/Silver
Allie 53-18-140 56-18-145	Modern Optical		Brown Rose Violet
Amber 51-16-140	Modern Optical		Black/Crystal Purple/Lilac Teal/Crystal

Frames

Name & Sizes	Manufacturer	Picture	Colors
Amicable 54-17-140	Modern Optical		Brown/ Ble Tort Champagne/ Tortoise Pink/Purple Marble
Angel 47-17-135	Modern Optical		Blue Matte Brown Violet
Anne 48-17-135 50-17-140	Modern Optical		Black/Burgundy Brown Dark Blue/Lt Blue
Answer 52-15-140	Modern Optical		Black Blue Brown
Appoint 55-17-140	Modern Optical		Black Blue Brown
Appreciate 55-15-140	Modern Optical		Black Matte/Cherry Black Matte/Mint Black Matte/Sky Blue
Aries 48-20-140 50-20-145	Modern Optical		Brown Gold Gunmetal

Frames

Name & Sizes	Manufacturer	Picture	Colors
Around 45-22-140	Modern Optical		Brown Gold Matte Black
Arrival 55-15-140	Modern Optical		Black Brown Fade Navy Fade
Assign 57-17-145	Modern Optical		Black/ Burgundy Blue Crystal/ Periwinkle Grey Crystal/ Mauve
Attract 53-17-140	Modern Optical		Black Burgundy Navy
Award 56-17-140	Modern Optical		Black/Crystal Brown Plum
Balance 56-17-135	Modern Optical		Blue Fade Burgundy Fade Grey Fade Plum Fade
Banzai 47-19-135	Modern Optical		Blue Brown Matte Black

Frames

Name & Sizes	Manufacturer	Picture	Colors
Barb 54-16-140	Modern Optical		Black/Purple Brown Burgundy
Bashful 42-16-130	Modern Optical		Black/Crystal Blue/Rose Burgundy/Blue
Because 55-21-140	Modern Optical		Blue Crystal Brown Crystal Fuchsia Crystal
Behave 46-15-130	Modern Optical		Blue Frost Lilac Frost Mint Frost
Belong 51-17-140	Modern Optical		Black/Crystal Plum/Crystal Tortoise
Beth 50-18-135 52-18-140	Modern Optical		Antique Silver Gold Matte Brown Rose
Bicycle 45-15-130 47-15-135	Modern Optical		Black Matte Navy Matte Purple Matte






Frames

Name & Sizes	Manufacturer	Picture	Colors
Blooms 54-17-140	Modern Optical		Crystal Pansy 1 Crystal Poppy 2 Crystal Rose 3
Brave 50-15-135 52-15-140	Modern Optical		Black Blue Brown
Breeze 45-17-135	Modern Optical		Blue Brown Rose
Bria 53-16-135	Modern Optical		Brown Lilac Rose
Buzz 54-16-145	Modern Optical		Black Tortoise
Camille 51-19-135	Modern Optical		Gunmetal Light Brown Rose
Candia 50-17-130 52-17-135	Limited Editions		Black Brown Plum

Frames

Name & Sizes	Manufacturer	Picture	Colors
Capricorn 47-20-135 49-20-140	Modern Optical		Matte Black Matte Brown Matte Silver
Care 42-15-125 44-15-130 46-15-135	Modern Optical		Black/Crystal Navy/Crystal Pink/Crystal Purple/Crystal
Caribbean 51-19-140	Zimco Optics		Gold Matte Brown Gunmetal
Carmen 55-16-140	Modern Optical		Brown Tortoise Fade Jade Tortoise Fade Plum Tortoise Fade
Catchy 50-17-140 52-17-145	Modern Optical		Black Brown Burgundy
Certain 48-18-130 50-18-135	Modern Optical		Black/Lime Brown Burgundy
Chad 50-18-140	Zimco Optics		Black Brown Gunmetal

Frames

Name & Sizes	Manufacturer	Picture	Colors
Charlee 50-20-140	Modern Optical		Blue Tortoise Brown Tortoise Plum Tortoise
Cheerful 40-18-120 42-18-125 44-18-130	Modern Optical		Black Brown Demi Amber Gold Pink
Chelsea 48-18-135	Zimco Optics		Gold Gunmetal Matte Brown
Chill 51-17-140	Modern Optical		Black/Blue Black/Lilac Black/Lime Black/Orange Black/Pink Black/Purple Black/Red Black/White Black/Turquoise
Chris 50-20-140 52-20-145	Modern Optical		Blonde Demi Amber Grey Black
Climb 45-16-130	Modern Optical		Black/Aqua Matte Black/Lime Matte Black/Red Matte

Frames

Name & Sizes	Manufacturer	Picture	Colors
Clout 53-16-145	Modern Optical		Black Brown Grey
Clutch 52-18-140	Modern Optical		Brown Fade Grey Fade
Colleen 50-18-130	Modern Optical		Black Brown Burgundy
Commando 53-18-140 55-18-145 58-18-150	Modern Optical		Black Gold Gunmetal Silver
Compliment 53-16-135	Modern Optical		Navy Blue Fade Purple Fade Wine Fade
Concert 53-18-135	Modern Optical		Black/Red Black/White Brown/Caramel
Confetti 45-16-125	Modern Optical		Blue Fuschia Teal

Frames

Name & Sizes	Manufacturer	Picture	Colors
Confide 50-20-145	Modern Optical		Crystal Black Crystal Blue Crystal Red Crystal Tortoise
Connect 56-18-140	Modern Optical		Black/Ice Blue/Ice Purple/Ice
Connie 50-17-135 52-17-140	Modern Optical		Brown Grey Rose
Conserve 54-18-145	Modern Optical		Black Crystal/ Black Grey Crystal
Consider 48-22-140	Modern Optical		Matte Black matte Gunmetal Rose Gold
Control 54-15-130	Modern Optical		Cherry/ Black Matte Navy/ Black Matte Plum/ Black Matte
Cosmo 48-20-145 50-20-150 50-22-150 52-22-150 52-24-150 54-22-150 54-24-150	Modern Optical		Black Brown Fade Grey Fade

Frames

Name & Sizes	Manufacturer	Picture	Colors
Cozy 52-16-140	Modern Optical	 A pair of rectangular eyeglasses with a dark brown frame and a red and white patterned temple.	Black/Crystal Burgundy/Crystal Plum/Crystal
Craze 50-18-140	Modern Optical	 A pair of rectangular eyeglasses with a black frame and a brown temple.	Black/Blue Black/Burgundy Black/Green Black/Gray Black/Taupe
Crusader 49-19-135 51-16-135 53-16-140 55-16-145	Modern Optical	 A pair of rectangular eyeglasses with a gold frame and a red temple.	Black Gold Gunmetal
CT 436 44-18-125	Limited Editions	 A pair of rectangular eyeglasses with a brown frame and a gold temple.	Brown Gold
CT 2294 50-18-140	Limited Editions	 A pair of rectangular eyeglasses with a brown frame and a brown temple.	Brown Latte Wine
Cuddle 42-16-125 44-16-130	Modern Optical	 A pair of rectangular eyeglasses with a blue frame and a brown temple.	Blue Brown Burgundy
Culture 54-15-140	Modern Optical	 A pair of rectangular eyeglasses with a blue frame and a purple temple.	Blue Burgundy Purple

Frames

Name & Sizes	Manufacturer	Picture	Colors
Curly 36-18-130 38-18-135 40-18-140	Limited Editions	 * Cannot be engraved due to small temple size	Rose Brown Blue
Cutie 32-15-115 35-15-120	Modern Optical		Antique Purple DA/ Ant. Brown Gold
Cyclone 50-19-140	Modern Optical		Brown Gunmetal Navy
Daily 53-19-145	Modern Optical		Black Brown
Dance 53-16-140	Modern Optical		Black/Aqua Black/Lilac Tortoise
Davina 54-16-140	Modern Optical		Black/ Crystal Sienna/Crystal Teal/ Crystal
Dawn 41-16-120 43-16-125 45-16-130	Modern Optical		Brown Pink Purple



Frames

Name & Sizes	Manufacturer	Picture	Colors
Daylight 54-16-135	Modern Optical		Black/ Gold Burgundy/ Gold Navy/Gold
Dazzle 49-20-135 51-20-140 53-20-145	Modern Optical		Brown Gold Rose
Degree 51-17-135	Modern Optical		Black Tortoise
Deluxe 54-18-145	Modern Optical		Matte Black Matte Brown Matte Gunmetal
Dewdrop 46-17-135	Modern Optical		Blue Ice Crystal Grape Crystal Honey Crystal
Diana 52-18-135	Modern Optical		Brown Lilac Rose
Dillon 50-19-140 52-19-145 54-19-150	Modern Optical		Black Brown Fade Grey Fade



Frames

Name & Sizes	Manufacturer	Picture	Colors
Distance 57-18-140	Modern Optical		Black/Brown Matte Black/ Grey Matte Black/Navy Matte
Doug 52-20-140 54-20-145 56-20-145	Modern Optical		Antique Silver Gold Matte Brown
Downtown 48-18-140	Limited Editions		Black Brown Midnight Tortoise
Driver 52-16-145	Modern Optical		Black Matte Brown Matte Crystal
Dynamite 42-18-130 45-18-135 47-18-140	Modern Optical		Antique Brown Black Silver
Eileen 56-17-140	Modern Optical		Black/Crystal Brown/Crystal Burgundy/Pink
Elated 53-15-140	Modern Optical		Black Purple Tortoise







Frames

Name & Sizes	Manufacturer	Picture	Colors
Elwood 55-13-140	Modern Optical		Black Matte Brown Matte Grey Matte
Endorse 53-18-140	Modern Optical		Black/ Crystal Black/Wine Blue Demi
Enjoy 48-15-135	Modern Optical		Blue/Crystal Brown/ Crystal Purple/ Crystal
EQ301 52-17-140	EyeQ		Black Tortoise
EQ313 52-16-140	EyeQ		Black Purple
Equal 50-19-140	Modern Optical		Black/Grey Black/Pink Black/Purple Black/Red Black Matte
Ethel 49-18-135 52-18-140 55-18-140	Modern Optical		Black/Silver Demi Amber/Ant. Brown Matte Gold

Frames

Name & Sizes	Manufacturer	Picture	Colors
Everett 56-16-145 58-16-150	Modern Optical		Demi Amber Grey Timber
Exit 53-17-145	Modern Optical		Blue/Lilac Plum/Burgundy Tortoise/Blue
Experience 53-20-140	Modern Optical		Black Crystal Grey Crystal
Falcon 47-20-140	Modern Optical		Black Brown Crystal Demi Amber
Familiar 52-17-140	Modern Optical		Black Burgundy Teal
Feline 51-19-140	Modern Optical		Black Brown Teal
Fighter 52-20-140	Modern Optical		Black Brown Grey








Frames

Name & Sizes	Manufacturer	Picture	Colors
Filter 55-14-145	Modern Optical		Black/ Frost Matte Navy/ Frost Matte Tortoise/ Frost Matte
Finale 48-19-135 50-19-140 52-19-145	Modern Optical		Antique Brown Antique Silver Gold
Finesse 49-17-135	Modern Optical		Brown Matte Black Rose
Finish Line 57-18-145	Modern Optical		Black Matte/ Red Grey Matte/Black Navy Matte
Floral 51-17-140	Modern Optical		Brown/Black Burgundy/Black Purple/Black
Floyd 49-18-140	Modern Optical		Black Navy Tortoise
Fluid 53-15-140	Modern Optical		Black Matte Red Matte Teal Matte

Frames

Name & Sizes	Manufacturer	Picture	Colors
Follow 54-15-140	Modern Optical		Black/Blue/Crystal Black/Brown/Crystal Black/Purple/Crystal
Forbidden 48-18-140	Modern Optical		Black Tortoise Wine
Found 52-14-135	Modern Optical		Black/ Blue Demi Green Demi Red Demi
Freedom 50-16-140	Modern Optical		Black/Blue Black/Burgundy Black/Frost
Freeway 57-17-145	Modern Optical		Gunmetal Matte Black Matte Brown/Tortoise
Frolic 48-16-135	Modern Optical		Berry Brown Grape
Fulfill 52-17-140	Modern Optical		Blue Fuchsia Tortoise/Pink



Frames

Name & Sizes	Manufacturer	Picture	Colors
FX3 50-20-145	Capri Optics		Coffee Gold Gunmetal
FX4 48-20-145	Capri Optics		Black Coffee Silver
FX6 53-20-145	Capri Optics		Black Coffee Gunmetal
FX8 53-19-145	Capri Optics		Coffee Gold Silver
FX10 55-17-145	Capri Optics		Black Coffee Gunmetal
FX20 52-17-140	Capri Optics		Black Gunmetal
FX22 55-19-140	Capri Optics		Black Coffee Gunmetal








Frames

Name & Sizes	Manufacturer	Picture	Colors
FX27 53-19-145	Capri Optics		Gold Coffee Gunmetal
FX28 52-18-145	Capri Optics		Black Coffee Gunmetal
FX29 54-20-145	Capri Optics		Black Gunmetal
Gary 53-15-140	Modern Optical		Antique Silver Demi Amber Gold
Gemini 47-18-135	Modern Optical		Blue Brown Matte Black
Genius 47-21-140	Modern Optical		Black/Crystal Burgundy/Crystal Tortoise/Crystal
Gentle 46-17-130	Modern Optical		Black Blue Burgundy

Frames

Name & Sizes	Manufacturer	Picture	Colors
Gift 47-17-135 49-17-140	Modern Optical		Black/Crystal Brown/Crystal Purple/Brown
Glenn 53-18-140 55-18-145	Modern Optical		Matte Black Matte Brown Matte Gunmetal
Glimmer 54-17-140	Modern Optical		Black Cranberry Crystal Crystal
Gloria 54-20-140 56-20-145	Modern Optical		Brown Rose Violet
Goodies 45-16-130	Modern Optical		Black/Blue Black/Fuchsia Black/Lime
Gradual 54-17-140	Modern Optical		Black Gradient Brown Gradient Plum Gradient
Grammar 45-17-125	Modern Optical		Black Matte Blue Matte Purple Matte

Frames

Name & Sizes	Manufacturer	Picture	Colors
Guidance 50-20-140	Modern Optical		Black-In-Line Blue-In-Line Purple-In-Line
Gumball 40-18-120	Modern Optical		Blue Brown Pink
Habit 54-17-140	Modern Optical		Cherry Matte Fade Mink Matte Fade Navy Fade
Halftime 57-18-145	Modern Optical		Black Matte Brown Matte Navy Matte
Hannah 51-16-140	Modern Optical		Black/White Brown Burgundy/Black
Harlow 53-18-145	Modern Optical		Black Matte/ Frost Brown Matte/ Frost Pink Matte/ Frost
Harper 50-19-140	Modern Optical		Blue/Purple Grey/Blue Tortoise/Burgundy



Frames

Name & Sizes	Manufacturer	Picture	Colors
Harvest 55-16-140	Modern Optical		Matte Black/Blue Matte Black/Pink Matte Black/Red
Hazel 54-17-140	Modern Optical		Burgundy Gold Gunmetal
Heat 50-20-140	Modern Optical		Black Brown Gunmetal
Hector 51-18-140	Modern Optical		Black Brown
Hide & Seek 42-19-125 44-19-130	Modern Optical		Brown Navy Purple
Holiday 54-17-140	Modern Optical		Black Purple Red
Hopscotch 46-15-130	Modern Optical		Blue Tortoise Honey Tortoise Lilac Tortoise








Frames

Name & Sizes	Manufacturer	Picture	Colors
Hudson 47-20-140	Zimco Optics		Gold Brown Gunmetal
Humble 49-15-135	Modern Optical		Aqua Matte Blush Matte Coconut Matte
Hunter 53-16-140 55-16-145 58-16-150	Modern Optical		Gold Gunmetal Matte Brown
Icon 51-19-135 53-19-140	Modern Optical		Antique Silver Black Matte Brown Satin Gold
Idea 56-19-145	Modern Optical		Black Brown Burgundy Fade Teal Fade
Identity 51-18-145	Modern Optical		Black Matte Brown Matte
Immediate 52-18-140	Modern Optical		Black/Brown/Blue Matte Black/ Grey/ Purple Matte Black/Navy/ Red Matte

Frames

Name & Sizes	Manufacturer	Picture	Colors
Immense 55-16-145	Modern Optical		Crystal/ Blue Matte Pink Crystal Teal Crystal
Imply 50-17-140	Modern Optical		Brown Crystal Burgundy Crystal Purple Crystal
Incident 51-18-135	Modern Optical		Matte Black Matte Brown Matte Navy
Incognitio 47-18-135	Modern Optical		Black Matte Blue Matte Tortoise Matte
Indulge 54-16-135	Modern Optical		Black/Blue/Crystal Black/Brown/Crystal Black/Purple/Crystal
Innocent 49-16-130	Modern Optical		Black/Tortoise Blue/Tortoise Red/Tortoise
Instigate 54-19-145	Modern Optical		Black/ Tortoise Crystal/ Black Crystal /Tortoise

Frames

Name & Sizes	Manufacturer	Picture	Colors
Intention 53-21-140	Modern Optical		Black/ Crystal Purple/Pink Crystal Teal/ Blue Crystal
Inviting 52-17-135	Modern Optical		Brown Lilac Rose
Involved 55-15-140	Modern Optical		Green Tortoise Pink/ Brown Tortoise Red Tortoise
James 56-17-140 58-17-145 60-17-150	Modern Optical		Coffee Gold Gunmetal
Jazz 52-18-140 54-18-145 56-18-150 58-18-155 60-18-155	Modern Optical		Black Brown Gunmetal
Joseph 54-19-140 56-19-145 58-19-150	Modern Optical		Black Matte Brown Silver
Joshua 53-20-140	Modern Optical		Black Matte Tortoise Blue Matte Tortoise Brown Matte Tortoise








Frames

Name & Sizes	Manufacturer	Picture	Colors
Juggle 44-16-125	Modern Optical		Black Matte Fuchsia Matte Navy Matte
Just 53-16-145	Modern Optical		Black/ Pink Black/ Purple Black/Turquoise
Karen 52-16-135	Modern Optical		Black Brown Burgundy
Karma 55-16-140	Modern Optical	 Not recommended for powers over + 3.00	Black Brown Lavender
Keith 54-16-140 56-16-145 58-16-150	Modern Optical		Antique Silver Gold Matte Brown
Kendall 45-17-130	Modern Optical		Matte Black Matte Brown Matte Navy
Kevin 54-18-135 56-18-140 58-18-145	Modern Optical		Antique Silver Gold Matte Brown

Frames

Name & Sizes	Manufacturer	Picture	Colors
Keynote 51-17-135	Zimco Optics		Matte Black Matte Brown Matte Plum
Kind 53-19-135	Modern Optical		Brown Burgundy Plum
Kody 52-18-140 54-18-145	Modern Optical		Black Brown Gunmetal
L6001 52-16-130 54-16-135	Lantis		Wine Crystal Black/Crystal Purple/Crystal
L6002 52-14-130	Lantis		Blk/Honey Crystal Brown Crystal Dark Plum Crystal
L6003 52-16-130 54-16-135	Lantis		Purple/Crystal Black/Crystal Brown/Crystal
L6004 50-16-138 52-16-135	Lantis		Black/Magenta Black/Honey Wine Crystal







Frames

Name & Sizes	Manufacturer	Picture	Colors
L6005 51-19-130	Lantis		Shiny Wine Satin Brown Shiny Black
L6006 52-18-135	Lantis		Satin Brown Satin Plum Shiny Wine
L6007 53-18-138	Lantis		Shiny Wine Satin Gold Satin Brown
L6008 51-17-130	Lantis		Pink/Crystal Brown/Crystal Rose/Crystal
L6009 48-18-125	Lantis		Satin Brown Shiny Wine Satin Gold/Brown
L6010 49-16-130	Lantis		Satin Brown Satin Black Satin Silver
L6011 50-18-130	Lantis		Satin Pink Satin Brown Satin Plum

Frames

Name & Sizes	Manufacturer	Picture	Colors
L6012 49-18-130	Lantis		Satin Plum Satin Brown Shiny Wine
L6016 53-17-135	Lantis		Lavender Black Tortoise
L6017 52-16-135	Lantis		Black Brown Purple
L6018 52-17-145	Lantis		Burgundy Black Lavender
L6023 48-17-135	Lantis		Black Red Demi Tortoise
L6026 52-16-140	Lantis		Honey Black Red
L6031 53-17-140	Lantis		Black Teal Burgundy








Frames

Name & Sizes	Manufacturer	Picture	Colors
L6032 52-17-145	Lantis		Black Gold Rose
L6039 54-18-145	Lantis		Teal Black
L7001 54-18-138	Lantis		Matte Black Satin Brown Satin Gold/Brown
L7002 53-16-138 55-16-140	Lantis		Shiny Black Charcoal Crystal Brown/Crystal
L7003 52-19-140	Lantis		Satin Brown Matte Black Satin Gunmetal
L7004 52-18-135	Lantis		Satin Gunmetal Satin Brown Matte Black

Frames

Name & Sizes	Manufacturer	Picture	Colors
L7005 50-19-135	Lantis		Satin Gunmetal Satin Gold Satin Brown
L7006 55-17-140 57-17-145	Lantis		Black/Crystal Brown Crystal Tortoise
L7007 53-15-145 55-17-145	Lantis		Shiny Black Brown Crystal Tortoise
L7008 53-17-135	Lantis		Brown Crystal Black/Crystal Tortoise
L7009 58-19-150	Lantis		Satin Brown Dark Gunmetal Satin Gold
L7010 54-20-140	Lantis		Matte Black Satin Gunmetal Satin Gold



Frames

Name & Sizes	Manufacturer	Picture	Colors
L7011 54-18-145	Lantis		Satin Dark Brown Satin Gunmetal Matte Black
L7012 51-18-135	Lantis		Satin Gunmetal Satin Brown Matte Black
L7015 52-18-140	Lantis	 <i>"Cold Insert"</i>	Black Gray Navy
L7016 55-15-140	Lantis		Gray Black Tortoise
L7017 52-17-145	Lantis		Gray Matte Black Tortoise
L7022 53-16-145	Lantis		Black Brown Matte Black
L7029 54-18-140	Lantis		Blue Gunmetal





Frames

Name & Sizes	Manufacturer	Picture	Colors
L7033 54-16-145	Lantis		Black Gunmetal Navy
L7046 48-23-145	Lantis		Black Brown Gold
L7048 55-15-140	Lantis		Black Tortoise
L7049 54-17-140	Lantis		Brown Black
L8001 44-18-125	Lantis		Satin Brown Satin Gunmetal Satin Navy
L8002 46-15-125	Lantis		Black/Crystal Brown/Crystal Purple/Pink Crystal
L8003 48-17-135	Lantis		Matte Black/Navy Satin Brown Satin Gunmetal/Blk








Frames

Name & Sizes	Manufacturer	Picture	Colors
L8004 47-17-130	Lantis		Satin Pink Satin Brown Satin Gunmetal/Blk
L8005 36-17-140 38-17-140 40-18-140	Lantis		Satin Light Brown
L8006 45-15-128	Lantis		Navy/Crystal Brown/Crystal Black/Crystal
L8007 47-16-130 49-16-130	Lantis		Black/Crystal Brown/Crystal Red/Crystal
L8008 44-19-130	Lantis		Satin Gunmetal Satin Slate Blue Satin Brown
L8009 46-18-130	Lantis		Satin Light Plum Satin Gunmetal/Blk Satin Brown



Frames

Name & Sizes	Manufacturer	Picture	Colors
L8010 45-19-125	Lantis		Satin Pink Satin Red Satin Brown
L8011 42-18-120	Lantis		Slate Blue Satin Brown Satin Light Plum
L8012 46-18-125	Lantis		Satin Brown Satin Pink Slate Blue
L8013 47-16-130	Lantis		Brown/Crystal Black/Crystal Blue/Crystal
L8014 48-16-130 50-16-130	Lantis		Blk/Magenta Crystal Purple/Pink Crystal Blk/Green Crystal





Frames

Name & Sizes	Manufacturer	Picture	Colors
L8015 45-17-126	Lantis		Teal/Crystal Purple/Crystal Pink/Crystal
L8016 45-16-127	Lantis		Black/Green Crystal Brown/Crystal Red/Crystal
L8017 46-17-130	Lantis		Purple Crystal Black Magenta Crystal
L8018 42-16-128 45-16-130	Lantis		Teal Blue Crystal Pink Crystal Black
L8019 45-13-128	Lantis		Purple Crystal Navy Crystal Brown Crystal
L8020 46-16-135 48-14-128	Lantis		Black Brown Crystal Navy Crystal
L8021 50-17-130	Lantis		Satin Gunmetal/Navy Matte Black Satin Brown

Frames

Name & Sizes	Manufacturer	Picture	Colors
L8022 47-15-130	Lantis		Satin Navy Satin Gunmetal/Blk Satin Brown
L8023 48-16-135	Lantis		Satin Magenta Satin Purple Satin Brown
L8024 48-16-130	Lantis		Satin Black/Purple Satin Brown Satin Plum
L8026 48-15-130	Lantis		Black Navy Tortoise
L8027 46-15-130	Lantis		Rose Black Red
L8028 48-17-130	Lantis		Red Black Teal
L8029 46-17-130	Lantis		Black Navy Tortoise






Frames

Name & Sizes	Manufacturer	Picture	Colors
L8030 44-16-125	Lantis		Navy Black Tortoise
L8031 49-15-135	Lantis		Black Pink Tortoise
L8036 50-15-135	Lantis		Black Brown Gray
L8037 47-16-135	Lantis		Black Navy Tortoise
L8040 47-15-135	Lantis		Black Lavendar Rose
L8041 47-16-135	Lantis		Black Crystal
L8043 47-17-135	Lantis		Black Lavendar Pink

Frames

Name & Sizes	Manufacturer	Picture	Colors
L8044 47-17-135	Lantis		Black Brown Gray
Landmark 53-19-140	Modern Optical		Black/Crystal Brown Tortoise
Launch 51-18-140	Modern Optical		Black/Grey Black/Red Black/White
Legendary 51-19-145	Modern Optical		Tortoise/Blue Tortoise/Champagne Tortoise/ Grey
Leverage 56-18-140	Modern Optical		Black/Brown Matte Black/ Grey Matte Black/ Navy Matte
Lilac 49-18-130 51-18-135	Capri Optics		Coffee Demi Amber Gold/Silver
Liquid 50-18-140	Modern Optical		Jade/Purple Mocha/Teal Navy/Brown


Frames

Name & Sizes	Manufacturer	Picture	Colors
Lisa 52-17-135 55-17-140	Modern Optical		Brown Rose Violet
Liz 53-16-140	Zimco Optics		Brown Demi Amber Matte Gold
Lollipop - Cable 39-20-130 41-20-135 43-20-140	Modern Optical		Amber Brown Rose
Lollipop - Skull 39-20-120 41-20-125 43-20-125	Modern Optical		Amber Brown Rose
Loyal 51-19-145	Modern Optical		Black Blue Crystal
LTD 181 43-20-130 46-20-135 49-20-140 52-20-145	Limited Editions		Brown Demi Amber Pink
Lulu 50-16-135	Modern Optical		Black/Rose Black/Violet Brown







Frames

Name & Sizes	Manufacturer	Picture	Colors
Lyric 51-15-140	Modern Optical		Black Tortoise
Macie 53-16-140	Modern Optical		Crystal/ Blue/ Black Crystal/Brown/Black Crystal/Burgundy/ Black
Maddie 51-18-140	Modern Optical		Black/Crystal Brown/Crystal Burgundy/Crystal
Magical 47-14-125	Modern Optical		Blueberry Frost Cherry Frost Grape Frost
Maintain 51-18-140	Modern Optical		Black Crystal/Navy Matte Crystal/ Tortoise
Maneuver 55-15-145	Modern Optical		Black/Blue Matte Black/Grey Matte Navy/ Brick Matte

Frames

Name & Sizes	Manufacturer	Picture	Colors
Manhattan 50-17-140	Limited Editions		Blue Crystal Brown Crystal Rose Crystal
Marshall 56-17-140	Modern Optical		Grey Matte Navy Matte Tortoise Matte
Media 54-16-140	Modern Optical		Black/Blue Black/Brown Black/Burgundy
Mellow 52-17-145	Modern Optical		Black/Blue Fade Black/Crystal Black/Plum Fade
Metropolitan 53-18-150	Modern Optical		Black Matte Crystal Tortoise
Mingle 53-18-135	Modern Optical		Black Brown Burgundy
Momentum 56-18-145	Modern Optical		Black Brown Gunmetal

Frames

Name & Sizes	Manufacturer	Picture	Colors
Monaco 48-18-140	Zimco Optics		Gold Gunmetal
Monica 50-17-130 52-17-135 54-17-140	Modern Optical		Brown Grey Rose
Moscow 54-16-140 56-18-145 58-18-150	Zimco Optics		Gold Gunmetal Demi Amber
Muffin 45-17-125	Modern Optical		Black/Crystal Burgundy/Pink Plum/Lilac
Murmur 54-16-140	Modern Optical		Blue Crystal Grey Crystal Red Crystal
Nancy 52-18-135	Modern Optical		Antique Brown Gold Silver
Narrate 50-19-140	Modern Optical		Black Matte Blue Matte Tortoise Matte



Frames

Name & Sizes	Manufacturer	Picture	Colors
<p>Nate</p> <p>48-18-135 50-18-135 52-18-140 54-20-145 56-20-145 58-20-150</p>	Modern Optical		<p>Brown Fade Grey Fade Shadow</p>
<p>Negotiate</p> <p>53-16-135</p>	Modern Optical		<p>Black/Tortoise Grey/Tortoise Navy/Tortoise</p>
<p>Neon</p> <p>45-19-140</p>	Modern Optical		<p>Blue Brown Burgundy</p>
<p>Ninja</p> <p>44-18-130 46-18-135</p>	Modern Optical		<p>Matte Black Matte Brown Matte Blue Matte Burgundy Violet</p>
<p>Norah</p> <p>53-17-140</p>	Modern Optical		<p>Black Pink Plum</p>
<p>Notice</p> <p>54-16-140</p>	Modern Optical		<p>Blue Brown Purple</p>
<p>Now</p> <p>53-15-140</p>	Modern Optical		<p>Black/Rose Blue/Pink Brown</p>







Frames

Name & Sizes	Manufacturer	Picture	Colors
Obtain 53-18-140	Modern Optical		Brown Marble/ Crystal Fuchsia Marble/ Crystal Purple Marble/ Crystal
Overview 50-22-145	Modern Optical		Amethyst Black Brown Grey Purple
Pacific 53-18-135	Zimco Optics		Brown Matte Gunmetal Shiny Gold
Parallel 53-20-145	Modern Optical		Blue Fade Burgundy Fade Grey Fade
Patches 45-18-130	Modern Optical		Black/Crystal Navy/Crystal Purple/Crystal
Patience 54-14-140	Modern Optical		Black/Tortoise Matte Blue Matte Plum Matte
PeeWee 36-14-115 38-14-120	Modern Optical		Blue Brown Tortoise

Frames

Name & Sizes	Manufacturer	Picture	Colors
Perform 51-20-135	Modern Optical		Black Crystal/ Ivory Brown Crystal/ Taupe Purple/ Lilac Frost
Perpetual 53-17-140	Modern Optical		Black Burgundy Plum
Phase 52-17-145	Modern Optical		Blue Burgundy Teal
Pixie 48-16-130	Modern Optical		Brown/Crystal Black/Crystal Plum/Crystal
Plasma 51-16-140 53-16-145	Modern Optical		Black Brown Navy
Pleasure 52-18-140	Modern Optical		Black Teal/Crystal Tortoise



Frames

Name & Sizes	Manufacturer	Picture	Colors
Positive 48-15-135	Modern Optical		Black/Crystal Brown/Blue Red/Rose
Precise 51-18-140	Modern Optical		Black/Crystal Grey Red
Prepare 56-14-140	Modern Optical		Crstal/ Black Crystal/ Blue Crystal/ Rose
Prevail 55-16-140	Modern Optical		Mocha/Black Purple/Black Red
Pronto 53-16-140	Modern Optical		Black Matte Marble Brown Matte Marble Purple Matte Marble
PT 48 54-19-140 56-19-145 60-19-150	Capri Optics		Black Gold Gold Gunmetal
PT 56 53-16-140 55-16-145	Capri Optics		Coffee Gold Gunmetal

Frames

Name & Sizes	Manufacturer	Picture	Colors
PT 78 51-19-140 53-19-145	Capri Optics		Brown
PT 80 51-18-135 53-18-140	Capri Optics		Antique Pewter Brown Plum
PT 85 54-18-145 56-18-150	Capri Optics		Black Brown Gunmetal
PT 86 50-18-135	Capri Optics		Brown Burgundy Purple
PT 87 49-18-135	Capri Optics		Gunmetal
PT 88 52-20-140 55-20-145	Capri Optics		Black Brown Gunmetal
PT 92 54-18-145 57-18-150	Capri Optics		Black Gunmetal Brown

Frames

Name & Sizes	Manufacturer	Picture	Colors
PT 96 45-18-130 48-18-140	Capri Optics		Black Brown Gunmetal
PT 97 46-16-130 48-16-135	Capri Optics		Black/Red Blue/Black Gunmetal/Black
Pumpkin - Cable 40-16-130 42-16-135	Modern Optical		d.a./Antique Brown Black Blue Gold
Pumpkin - Skull 40-16-120 42-16-125	Modern Optical		d.a./Antique Brown Black Blue Gold
Punctual 54-16-140	Modern Optical		Black Fade/ Crystal Crystal Fuchsia Fade/ Crystal
Quaint 52-17-140	Modern Optical		Champagne Red Teal
Ralph 52-17-140 54-17-145 56-17-150	Modern Optical		Black Brown Grey

Frames

Name & Sizes	Manufacturer	Picture	Colors
Rarity 51-17-140	Modern Optical		Black Fuschia Teal/Rose
Rational 54-17-140	Modern Optical		Black/ Brown Blue/Lilac Brown/Purple/Mint
Reason 58-16-145	Modern Optical		Black/ Hot Pink Black/ Neon Blue Black/ Neon Lime
Region 53-17-140	Modern Optical		Black Blue Purple
Relax 50-19-140	Modern Optical		Black/Tortoise Matte Plum Tortoise.Matte Teal/Tortoise Matte
Relentless 53-18-145	Modern Optical		Black Blue/ Crystal Purple/ Crystal
Remote 48-18-135 50-18-140	Modern Optical		Black/Blue Black/Lime Black/Pink

Frames

Name & Sizes	Manufacturer	Picture	Colors
Repeat 50-19-140	Modern Optical		Black/ Grey Gold/ Brown Gunmetal/ Black
Reputation 48-20-140	Modern Optical		Black Crystal Fade Pink Crystal Fade Purple Crystal Fade
Resist 51-18-140	Modern Optical		Black Burgundy/ Black Plum/ Black
Respond 54-18-145	Modern Optical		Black Matte Brown Matte Navy Matte
Retro 52-18-140	Modern Optical		Black Tortoise
Reunion 56-18-145	Modern Optical		Black Fade Tortoise Fade
Rivalry 46-22-140	Modern Optical		Black/Tortoise Tortoise/Black

Frames

Name & Sizes	Manufacturer	Picture	Colors
S-310 52-16-140	Zimco Optics		Brown Blue Pink
S-313 52-16-140	Zimco Optics		Pink/Grape
S-323 49-19-135	Zimco Optics		Brown Grey
S-325 48-20-140	Zimco Optics		Black Crystal Brown Crystal
Sadie 49-18-135	Modern Optical		Black Brown Burgundy
Scoop 46-15-130	Modern Optical		Black/Berry Black/Blue Black/Bubblegum Black/Lime
Score 44-15-130 46-15-135	Modern Optical		Black Tortoise







Frames

Name & Sizes	Manufacturer	Picture	Colors
Sheer 51-15-140	Modern Optical		Black/Blue Black/Mint Black/Violet
Sherman 52-17-140	Modern Optical		Black Brown Gunmetal
Simplify 52-17-140	Modern Optical		Blue Purple/ Tortoise Red
Skateboard 45-15-125	Modern Optical		Black/Blue Matte Brown Matte Navy Matte
Skippy 44-16-125 46-16-130	Modern Optical		Blue Brown Rose
Sky 47-17-130 49-17-135	Modern Optical		Black Brown Burgundy
Slick 49-17-135 51-17-140 54-17-145 57-17-150 60-17-150	Modern Optical		Black Tortoise White Red Crystal








Frames

Name & Sizes	Manufacturer	Picture	Colors
Slide 48-20-135	Modern Optical		Matte Black Matte Brown Matte Burgundy
Sneakers 42-18-125 45-18-130 47-18-135	Modern Optical		Blonde Brown Blue Wine Grey
Sonata 52-17-140	Modern Optical		Black Fade Burgundy/Blue Tortoise
Soothe 54-17-140	Modern Optical		Gold Navy Orchid
Special 46-20-130 48-20-135 50-20-140	Modern Optical		Black Brown Violet
Speckle 44-17-130 46-17-135	Modern Optical		Blue Brown Purple
Splash 46-18-130 48-18-135	Modern Optical		Black-in-Line Blue-in-Line Brown-in-Line Red-in-Line

Frames

Name & Sizes	Manufacturer	Picture	Colors
Split A 47-17-140	Capri Optics		Purple Blue/Black
Split C 51-16-145	Capri Optics		Black Tortoise Grey/Blue
Sporty 44-17-125 46-17-130	Modern Optical		Black/Crystal Blue Brown
Sprinkles 46-15-130	Modern Optical		Berry Bubble Gum Grape
Spunky 47-16-130	Modern Optical		Black/Navy Black/Pink Black/Red Black/Sky Blue
Squiggle 48-15-130	Modern Optical		Grape/ Chery Jade/ Purple Red/ Navy
Stance 56-16-145	Modern Optical		Black Burgundy Evergreen

Frames

Name & Sizes	Manufacturer	Picture	Colors
Steady 49-22-140	Modern Optical		Black Crystal Navy
Storm 48-16-140	Modern Optical		Black Blonde Blue Brown Burgundy Demi Amber
Structure 50-17-130 52-17-135	Modern Optical		Black Brown Navy
Studio 51-19-140	Modern Optical		Black Brown Gunmetal
Surreal 53-17-145	Modern Optical		Black Brown Fade Grey Fade
SW319 48-17-140	EyeQ		Plum Tortoise
SW444 51-17-135	EyeQ		Blue Red

Frames

Name & Sizes	Manufacturer	Picture	Colors
SW445 52-15-140	EyeQ		Purple Tortoise
Swift 50-19-140 52-19-145	Modern Optical		Antique Brown Black Gold
Swirl 51-16-135	Modern Optical		Black Brown Burgundy
Symbolic 54-16-145	Modern Optical		Pink Crystal Purple Crystal Teal Crystal
T 18 44-17-125	Capri Optics		Brown Black Pink Purple
T 28 42-15-125	Capri Optics		Black Brown Blue
T 30 48-16-125	Capri Optics		Black Brown Grey







Frames

Name & Sizes	Manufacturer	Picture	Colors
Tackle 45-16-130 47-16-135	Modern Optical		Black Navy Tortoise
Tactic 53-18-140	Modern Optical		Matte Black Matte Brown Matte Gunmetal
Takeoff 47-17-135 49-17-140	Modern Optical		Black/Blue Black/Grey Black/Hot Pink
Tangle 53-16-145	Modern Optical		Black/Lilac Black/Mint Black/White
Teach 56-16-145	Modern Optical		Black Fade Purple Fade Teal Fade
Ted (CC Temple) 52-19-165CC 54-19-170CC	Modern Optical		Black Brown Gunmetal
Telltale 53-17-135	Modern Optical		Black Burgundy Teal

Frames

Name & Sizes	Manufacturer	Picture	Colors
Tender 47-19-130	Modern Optical		Black/Teal Purple Teal/Black
Testify 52-20-140	Modern Optical		Blue Crystal Lilac Crystal Pink Crystal
Thaw 50-20-145	Modern Optical		Blue Crystal/ Navy Matte Crystal/ Black Matte Pink Crystal/ Rose Matte
Theory 50-21-140	Modern Optical		Brown Black
Thrilling 52-18-140	Modern Optical		Black Crystal Lilac Pink
Throttle 55-17-145	Modern Optical		Black Matte Tortoise Matte

Frames

Name & Sizes	Manufacturer	Picture	Colors
Tie Dye 45-17-130 47-17-135	Modern Optical		Tie-Dye Blue Tie-Dye Brown Tie-Dye Purple
Tiger 49-18-135	Modern Optical		Matte Black/Tortoise Matte Gunmetal/Black Matte Navy/Blue
Tigress 52-16-140	Modern Optical		Black Brown Burgundy
Todd 46-18-135 48-18-140 50-18-145	Modern Optical		Antique Brown Antique Gold Matte Black
Tomorrow 51-17-135 53-17-140 55-17-145	Modern Optical		Black Brown Grey
Tony 54-16-140 56-16-145	Modern Optical		Demi Amber Gold

Frames

Name & Sizes	Manufacturer	Picture	Colors
Tori 44-15-130 46-15-135	Modern Optical		Black Brown Blue Pink
Tornado 52-18-140 54-18-145 56-18-150	Modern Optical		Brown Grey Smoke
Trust 50-18-140 52-18-145	Modern Optical		Black/Black Matte Brown/Tortoise Matte Navy/Tortoise Matte
Tycoon 52-20-140 54-20-145 56-20-150	Modern Optical		Black Cognac Grey
U 14 48-18-140	Capri Optics		Grey Marble Black Amber Brown
U 21 50-18-145	Capri Optics		Black Brown Brown Blue
U 23 48-20-140	Capri Optics		Black Crystal Brown Grey Marble

Frames

Name & Sizes	Manufacturer	Picture	Colors
U 32 50-19-140	Capri Optics		Black Brown Grey
U 33 50-15-140	Capri Optics	 Not recommended for powers over + 3.00	Black Brown Mauve
U 36 52-18-140	Capri Optics		Black Brown Grey
U 39 51-17-140	Capri Optics		Black Brown Grey
U 40 48-18-140	Capri Optics		Brown Tortoise Black Crystal
U 203 49-18-135 52-18-140	Capri Optics		Black Burgundy Tortoise
U 205 48-18-140	Capri Optics		Black Brown Tortoise

Frames

Name & Sizes	Manufacturer	Picture	Colors
U 208 49-15-140	Capri Optics		Purple Brown Black Wine
U 214 51-17-140 54-17-145	Capri Optics		Black Blue Crystal
UL 90 51-18-135	Capri Optics		Blue Brown Pink
UL 91 52-20-140	Capri Optics		Brown Pink
UM 70 52-22-140 54-22-145	Capri Optics		Black Brown Grey
UM 72 55-18-140 57-18-145	Capri Optics		Brown Grey
UM 73 54-18-140 56-18-145	Capri Optics		Black Brown Grey

Frames

Name & Sizes	Manufacturer	Picture	Colors
Understand 53-16-140	Modern Optical		Black/ Crystal Brown/ Crystal Plum Marble
Unite 51-17-140	Modern Optical		Black Crystal/Black Tortoise
Unlimited 55-17-140	Modern Optical		Blue Crystal Champagne Crystal/ Brown Pink Crystal/ Pink Marble
Uptown 51-18-145	Limited Editions		Tortoise
Urban 51-17-140	Modern Optical		Black Crystal Navy/Tortoise Tortoise
US 53 51-19-140	Capri Optics		Brown Crystal Wine Black Crystal
US 54 56-17-140	Capri Optics		Brown Black Wine




Frames

Name & Sizes	Manufacturer	Picture	Colors
US 56 51-18-135	Capri Optics		Brown Grey Tortoise
US 73 53-18-145 55-18-150	Capri Optics		Black Brown Tortoise
US 74 51-17-135 53-17-140	Capri Optics		Black Brown Purple Wine
US 75 51-17-140 54-17-145	Capri Optics		Black Grey Tortoise
US 78 44-17-130 47-17-135	Capri Optics		Black Blue Red
US 80 51-17-140 54-17-145	Capri Optics		Black Brown Tortoise
US 88 50-17-140 53-17-145	Capri Optics		Black Burgundy Tortoise/Brown

Frames



Name & Sizes	Manufacturer	Picture	Colors
US 93 45-18-130 48-18-135	Capri Optics		Black Blue Purple
US 96 45-16-125 48-16-130	Capri Optics		Black Blue Red
Vern 52-20-135 54-20-140	Modern Optical		Black Brown Gold
Vibrant 44-16-130 46-16-135	Modern Optical		Blue Matte Fuchsia Matte Teal Matte
Vintage 51-17-145	Modern Optical		Black/ Grey Matte Black/ Purple Matte Black/ Red Matte
Visa 54-17-140	Modern Optical		Black/Crystal Brown/Crystal Navy/Crystal
Watchful 51-18-140	Modern Optical		Cherry/ Black Plum Crystal/ Ruby Teal Crystal/ Tortoise

Frames

Name & Sizes	Manufacturer	Picture	Colors
Weekend 52-16-140	Modern Optical		Black/Blue/Fade Black Fade/Crystal Plum/Pink Fade
Welcome 49-19-140	Modern Optical		Burgundy/Black Crystal/Black Teal/Black
Wiggle 40-16-120 42-16-125 44-16-130	Modern Optical		Black Brown Purple
Windy 41-17-120 43-17-125	Modern Optical		Black/Crystal Brown/Crystal Violet/Crystal
Wisdom 52-17-140	Modern Optical		Brown Charcoal
Wise 46-18-130 48-18-135 50-18-140 52-18-145	Modern Optical		Antique Brown Black Gold
Wow 49-16-135 51-16-140	Modern Optical		Black/Lime Brown Burgundy/Grey

DEPARTMENT OF VERMONT HEALTH ACCESS
CLASSIC OPTICAL LABORATORIES INC.








Frames

Name & Sizes	Manufacturer	Picture	Colors
Yippee 49-18-135	Modern Optical		Black/Grey Matte Black/Hot Pink Matte Black/Red Matte
Youth 47-15-125	Capri Optics		Black Blue



Special Needs Frames

Name & Sizes	Manufacturer	Picture	Colors
Awesome 50-14-135	VisualEyes/TOTS	 <p>*Includes safety straps not pictured</p>	Matte Red Matte Teal Matte Black Matte Purple
Buddies 51-16-135	VisualEyes/TOTS	 <p>*Includes safety straps not pictured</p>	Matte Black Matte Blue Matte Dark Purple
Cherish 41-15-115	VisualEyes/TOTS	 <p>*Includes safety straps not pictured</p>	Matte Light Blue Matte Navy Matte Pink Matte Rose Matte Violet
Clever 45-15-130 47-15-130	VisualEyes/TOTS	 <p>*Includes safety straps not pictured</p>	Matte Black Matte Navy Matte Rose Violet
Energy 49-17-130	VisualEyes/TOTS	 <p>*Includes safety straps not pictured</p>	Matte Black Matte Navy Matte Rose Violet
Joy 37-15-103	VisualEyes/TOTS	 <p>*Includes safety straps not pictured</p>	Matte Pink Matte Light Blue Matte Rose
L8047 38-15-110	Lantis/Flex Temple		Blue Pink Green

Special Needs Frames

Name & Sizes	Manufacturer	Picture	Colors
L8048 40-15-110	Lantis/Flex Temple		Blue Pink Green
L8049 43-14-115	Lantis/Flex Temple		Navy Berry
Miracle 43-16-120 45-16-120	VisualEyes/TOTS	 *Includes safety straps not pictured	Matte Navy Matte Rose Matte Black Matte Violet
Trendy Flex 1 (TF1) 34-16-115	Capri Optics		Blue Pink
Trendy Flex 2 (TF2) 36-15-115	Capri Optics		Blue Pink
Trendy Flex 3 (TF3) 38-15-120	Capri Optics		Blue Pink
Trendy Flex 4 (TF4) 40-15-125	Capri Optics		Blue Pink







Special Needs Frames

Name & Sizes	Manufacturer	Picture	Colors
Trendy Flex 5 (TF5) 42-16-128	Capri Optics		Blue Pink
Trendy Flex 6 (TF6) 44-16-135	Capri Optics		Blue Pink

Special Needs Frames

Specs4us Frames are designed for individuals with Down Syndrome to fit their unique needs.






Custom designed with shortened temples, extra wide frame fronts and a lowered bridge.

Name & Sizes	Manufacturer	Picture	Colors
Model 1 35-16-105 38-16-110 40-16-110 43-18-120	Specs4us		Brown Pink Navy Violet
Model 2 40-16-110 43-16-120 46-18-125	Specs4us		Pink Violet Wine
Model 3 38-16-110 40-16-110 43-18-120 46-18-125	Specs4us		Eye Sizes 38, 40, 43, 46 Blue Demi Green Light Violet Eye Sizes 43 and 46 Blue Light
Model 4 41-16-115 43-16-120 46-18-125	Specs4us		Green Dark Gunmetal Light Pink Pink Demi Navy
Model 5 48-18-125 51-18-125	Specs4us		Black Demi Brown & Silver Matte Green Dark Gunmetal Light
Model 6 33-15-105 35-16-105 38-16-110 41-16-115 43-18-120	Specs4us		Eye Size 33 Brown Pink Eye Sizes 35, 38, 41 Blue Demi Brown Gunmetal Light Pink

Special Needs Frames

Specs4us Frames are designed for individuals with Down Syndrome to fit their unique needs.





Custom designed with shortened temples, extra wide frame fronts and a lowered bridge.

Name & Sizes	Manufacturer	Picture	Colors
Model 7 42-16-120 45-16-120 48-20-125	Specs4us		Brown Navy Red Violet Dark
Model 8 43-16-120 46-18-125	Specs4us		Brown Gold Demi Navy
Model 9 35-16-105 38-16-110 40-16-110 43-16-120 46-18-125 48-18-125	Specs4us		Eye Sizes 35, 38, 40, 43 Green Dark Gunmetal Dark Pink Demi Wine Eye Sizes 38, 43 Navy Eye Sizes 46, 48 Aqua Blue
Model 11 38-17-105 40-17-120 43-17-120	Specs4us		Eye Sizes 38, 40, 43 Blue Bright Brown Black Shiny Wine Matte Eye Size 43 Dark Violet
Model 12 46-18-120 48-18-125	Specs4us		Gunmetal Dark Wine Matte Dark Violet

Special Needs Frames

Specs4us Frames are designed for individuals with Down Syndrome to fit their unique needs.

Custom designed with shortened temples, extra wide frame fronts and a lowered bridge.

Name & Sizes	Manufacturer	Picture	Colors
Model 13 43-20-120 46-20-125 48-22-130 51-22-130	Specs4us		Brown Green Dark Matte Wine Matte Black
Model 14 43-18-120 46-20-125 48-20-130	Specs4us		Eye Sizes 43, 46, 48 Navy Violet Brown & Silver Eye Sizes 43, 46 Light Green
Model 15 46-20-125 48-20-130 54-22-135	Specs4us		Eye Sizes 46, 48, 54 Brown & Lt. Orange Black & Lt. Gray Eye Size 46, 48 Red/Pink Matte
Model 16 43-17-120 46-20-125 51-20-130	Specs4us		Matte Black Matte Brown Turquoise

Appendix II: Pricing Schedule

PRICE SCHEDULE**Lenses - Single Vision**

Code	Procedural Description	Polycarbonate (each price)
V2100	Sphere, single vision, plano to plus or minus 4.00, per lens	\$ 2.00
V2101	Sphere, single vision, plus or minus 4.12 to plus or minus 7.00d, per lens	\$ 2.00
V2102	Sphere, single vision, plus or minus 7.12 to plus or minus 20.00d, per lens	\$ 2.00
V2103	Sphero-cylinder, single vision, plano to plus or minus 4.00d sphere, 0.12 to 2.00d cylinder, per lens	\$ 2.00
V2104	Sphero-cylinder, single vision, plano to plus or minus 4.00d sphere, 2.12 to 4.00d cylinder, per lens	\$ 2.00
V2105	Sphero-cylinder, single vision, plano to plus or minus 4.00d sphere, 4.25 to 6.00d cylinder, per lens	\$ 2.00
V2106	Sphero-cylinder, single vision, plano to plus or minus 4.00d sphere, over 6.00d cylinder, per lens	\$ 2.00
V2107	Sphero-cylinder, single vision, plus or minus 4.25 to plus or minus 7.00d sphere, 0.12 to 2.00d cylinder, per lens	\$ 2.00
V2108	Sphero-cylinder, single vision, plus or minus 4.25d to plus or minus 7.00d sphere, 2.12 to 4.00d cylinder, per lens	\$ 2.00
V2109	Sphero-cylinder, single vision, plus or minus 4.25 to plus or minus 7.00d sphere, 4.25 to 6.00d cylinder, per lens	\$ 2.00
V2110	Sphero-cylinder, single vision, plus or minus 4.25 to 7.00d sphere, over 6.00d cylinder, per lens	\$ 2.00
V2111	Sphero-cylinder, single vision, plus or minus 7.25 to plus or minus 12.00d sphere, 0.25 to 2.25d cylinder, per lens	\$ 2.00
V2112	Sphero-cylinder, single vision, plus or minus 7.25 to plus or minus 12.00d sphere, 2.25d to 4.00d cylinder, per lens	\$ 2.00
V2113	Sphero-cylinder, single vision, plus or minus 7.25 to plus or minus 12.00d sphere, 4.25 to 6.00d, cylinder per lens	\$ 2.00
V2114	Sphero-cylinder, single vision, sphere over plus or minus 12.00d, per lens	\$ 2.00
V2115	Lenticular (myodisc), per lens, single vision	\$ 40.00
V2118	Aniseikonic lens, single vision	\$ 40.00
V2121	Lenticular lens, per lens, single	\$ 40.00
V2199	Not otherwise classified, single vision lens	\$ 100.00

PRICE SCHEDULE**LENSES - Bifocal**

Code	Procedural Description	Polycarbonate (each price)
V2200	Sphere, bifocal, plano to plus or minus 4.00d, per lens	\$ 5.00
V2201	Sphere, bifocal, plus or minus 4.12 to plus or minus 7.00d, per lens	\$ 5.00
V2202	Sphere, bifocal, plus or minus 7.12 to plus or minus 20.00d, per lens	\$ 5.00
V2203	Sphero-cylinder, bifocal, plano to plus or minus 4.00d sphere, 0.12 to 2.00d cylinder, per lens	\$ 5.00
V2204	Sphero-cylinder, bifocal, plano to plus or minus 4.00d sphere, 2.12 to 4.00d cylinder, per lens	\$ 5.00
V2205	Sphero-cylinder, bifocal, plano to plus or minus 4.00d sphere, 4.25 to 6.00d cylinder, per lens	\$ 5.00
V2206	Sphero-cylinder, bifocal, plano to plus or minus 4.00d sphere, over 6.00d cylinder, per lens	\$ 5.00
V2207	Sphero-cylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 0.12 to 2.00d cylinder, per lens	\$ 5.00
V2208	Sphero-cylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 2.12 to 4.00d cylinder, per lens	\$ 5.00
V2209	Sphero-cylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 4.25 to 6.00d cylinder, per lens	\$ 5.00
V2210	Sphero-cylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, over 6.00d cylinder, per lens	\$ 5.00
V2211	Sphero-cylinder, bifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 0.25 to 2.25d cylinder, per lens	\$ 5.00
V2212	Sphero-cylinder, bifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 2.25 to 4.00d cylinder, per lens	\$ 5.00
V2213	Sphero-cylinder, bifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 4.25 to 6.00d cylinder, per lens	\$ 5.00
V2214	Sphero-cylinder, bifocal, sphere over plus or minus 12.00d, per lens	\$ 5.00
V2215	Lenticular (myodisc), per lens, bifocal	\$ 40.00
V2218	Aniseikonic, per lens, bifocal	\$ 40.00
V2219	Bifocal seg width over 28mm	\$ 18.00
V2220	Bifocal add over 3.25d	\$ 18.00
V2221	Lenticular lens, per lens, bifocal	\$ 50.00
V2299	Specialty bifocal (by report)	\$ 100.00

PRICE SCHEDULE**LENSES - Trifocal**

Code	Procedural Description	Polycarbonate (each price)
V2300	Sphere, trifocal, plano to plus or minus 4.00d, per lens	\$ 10.00
V2301	Sphere, trifocal, plus or minus 4.12 to plus or minus 7.00d per lens	\$ 10.00
V2302	Sphere, trifocal, plus or minus 7.12 to plus or minus 20.00, per lens	\$ 10.00
V2303	Sphero-cylinder, trifocal, plano to plus or minus 4.00d sphere, 0.12 to 2.00d cylinder, per lens	\$ 10.00
V2304	Sphero-cylinder, trifocal, plano to plus or minus 4.00d sphere, 2.25 to 4.00d cylinder, per lens	\$ 10.00
V2305	Sphero-cylinder, trifocal, plano to plus or minus 4.00d sphere, 4.25 to 6.00 cylinder, per lens	\$ 10.00
V2306	Sphero-cylinder, trifocal, plano to plus or minus 4.00d sphere, over 6.00d cylinder, per lens	\$ 10.00
V2307	Sphero-cylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 0.12 to 2.00d cylinder, per lens	\$ 10.00
V2308	Sphero-cylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 2.12 to 4.00d cylinder, per lens	\$ 10.00
V2309	Sphero-cylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 4.25 to 6.00d cylinder, per lens	\$ 10.00
V2310	Sphero-cylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, over 6.00d cylinder, per lens	\$ 10.00
V2311	Sphero-cylinder, trifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 0.25 to 2.25d cylinder, per lens	\$ 10.00
V2312	Sphero-cylinder, trifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 2.25 to 4.00d cylinder, per lens	\$ 10.00
V2313	Sphero-cylinder, trifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 4.25 to 6.00d cylinder, per lens	\$ 10.00
V2314	Sphero-cylinder, trifocal, sphere over plus or minus 12.00d, per lens	\$ 10.00
V2315	Lenticular (myodisc), per lens, trifocal	\$ 40.00
V2318	Aniseikonic lens, trifocal	\$ 40.00
V2319	Trifocal seg width over 28 mm	\$ 18.00
V2320	Trifocal add over 3.25d	\$ 18.00
V2321	Lenticular lens, per lens, trifocal	\$ 40.00
V2399	Specialty trifocal (by report)	\$ 100.00

PRICE SCHEDULE**LENSES - Variable/Miscellaneous**

Code	Procedural Description	Polycarbonate (each price)
Variable Asphericity Lens		
V2410	Variable asphericity lens, single vision, full field, glass or plastic, per lens	\$ 30.00
V2430	Variable asphericity lens, bifocal, full field, glass or plastic, per lens	\$ 50.00
V2499	Variable sphericity lens, other type	\$ 75.00
Miscellaneous		
V2700	Balance lens, per lens	\$ 10.00
V2702	Deluxe lens feature	\$ 50.00
V2710	Slab off prism, glass or plastic, per lens	\$ 30.00
V2715	Prism, per lens	\$ 3.00
V2718	Press-on lens, Fresnel prism, per lens	\$ 30.00
V2730	Special base curve, glass or plastic, per lens	\$ 10.00
V2744	Tint, photochromatic, per lens	\$ 20.00
V2745	Addition to lens; tint, any color, solid, gradient or equal, excludes photochromatic, any lens material, per lens	\$ 6.00
V2756	Eye glass case	\$ 1.50
V2760	Scratch resistant coating, per lens	\$ 6.00
V2762	Polarization, any lens material, per lens	\$ 20.00
V2780	Oversize lens, per lens	\$ 6.00
V2781	Progressive lens, per lens	\$ 15.00
V2784	Lens, polycarbonate or equal, any index, per lens	\$ 12.00
V2799	Vision Service, miscellaneous	\$ 100.00
V2020	Frames	\$ 3.00
V2025	Deluxe Frames	\$ 30.00

APPENDIX III
Department of Vermont Health Access
Subcontractor Compliance Form

Date: _____

Original Contractor Name: _____ Contract #: _____

Subcontractor Name: _____

Scope of Subcontracted Services:

Is any portion of the work being outsourced outside of the United States? ☐ YES ☐ NO
(If yes, do not proceed)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following:

- ☐ Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
- ☐ Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- ☐ Subcontractor is not on the State's disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), the State may set off any sums which the subcontractor owes the State against any sums due the Vendor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in Attachment C.

Signature of Subcontractor

Date

Signature of Vendor

Date

Received by DVHA Business Office

Date

Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit.